

D. EDWARD HAYS, #162507
ehays@marshackhays.com
AARON E. DE LEEST, #216832
adeleest@marshackhays.com
BRADFORD N. BARNHARDT, #328705
bbarnhardt@marshackhays.com
MARSHACK HAYS WOOD LLP
870 Roosevelt
Irvine, California 92620
Telephone: (949) 333-7777
Facsimile: (949) 333-7778

General Counsel for Richard A.
Marshack, Trustee for the Bankruptcy
Estate of the Litigation Practice Group
and the LPG Liquidation Trust

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA

In re

THE LITIGATION PRACTICE GROUP P.C.,

Debtor.

Case No. 8:23-bk-10571-SC

Chapter 11

TRUSTEE’S OMNIBUS OBJECTION TO
ALLEGED PRIORITY CLAIMS THAT
LACK EVIDENCE SUPPORTING PRIORITY
STATUS:

Claimant	Claim No.
Alice Stanton	C 571-55.1
Amy L. Krickovich	C571-00782
Ana Hernandez Lagunas	C 571-472.1
Antonino R Gambino	C 571-319.1
Aurea S. Phillip	C 571- 101221.1
Avadeen C Duckworth	C 571-926.1
Capital One/Deborah J. Antal	C571-00308
Cesar E Adame	C 571- 101076.1
Chris & Kelly Behnke	C 571- 100280.2
Dilan S White	C 571-716.1
Douglas Smith	C 571- 102107.1
Erik Omar Piedras- Jimenez Chaheine & Bianca E Piedras- Jimenez	C 571- 102192.1
Giorgio Giardinella	C 571- 101030.1

Gustavo Romani	C 571-101933.1
Herminia M Padilla Pizarro	C 571-102242.1
Jason Shane Rice	C 571-648.1
John Dunn	C571-10198-1
Julia S Maddox	C 571-100129.1
Kim & Carl Gutzmer	C 571-445.1
Lawann H. Blackston	C571-100180
Leda Manookian	C 571-100301.1
Lilua Del Rosso	C 571-100945.1
Lynda Denette Wilcox	C 571-101035.1
Margaret H Lindquist	C 571-399.1
Marvin Harris	C 571-01625
Melba del Rosario	C 571-1493.1
Melissa L & Shiva L Sooknanan	C 571-39.1
Miriam Ross-Smith	C 571-574.1
Mr Lead Group LLC	C 571-661.1
Nabil Ahmed Sarsour	C571-101423
Resurgent Capital Services/Brinder Marshall	C571-100618
Robert Newman	C 571-111.1
Samuel Ovid	C 571-945.1
Sanna S Hao	C 571-102003.1
Shalise Dewitt	C 571-101055.1
Tamothy Lynn Stone	C 571-2043.1
Tatiana Altecort	C 571-102425.1
William Gagne	C571-101061
Yvonne D. Barnes	C571-100910.1

MEMORANDUM OF POINTS AND
AUTHORITIES; DECLARATION OF
BRADFORD N. BARNHARDT IN SUPPORT

Hearing

Date: December 5, 2024

Time: 11:00 a.m.

Ctrm: 5C - ViaZoom¹

Place: 411 West Fourth Street
Santa Ana, CA 92701

¹ Check Judge Clarkson's tentative rulings prior to the hearing for Zoom connection information and instructions. <http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/>

This Objection seeks to disallow or modify the above-identified Proofs of Claim. Claimants receiving this Objection should locate their names and Claims on Exhibit A attached to this Objection.

This is an objection to your claim(s). The objecting parties are asking the Court to disallow or modify the claim(s) that you filed in this bankruptcy case. You should immediately contact the objecting parties or retain counsel to contact the objecting parties to resolve the dispute. If you do not reach an agreement, you must file a response to this objection and send a copy of your response to the objecting parties 14 days before the hearing set forth above. Your response must state why the objection is not valid. If you do not file a response 14 days prior to the hearing, your claim(s) may be disallowed without a hearing.

Represented parties should act through their attorney.

PLEASE TAKE NOTICE that Richard A. Marshack, Chapter 11 Trustee for the bankruptcy estate of the Litigation Practice Group P.C. (“Debtor”) and Liquidating Trustee of the LPG Liquidation Trust (collectively, “Trustee”), files this Omnibus Objection to Alleged Priority Claims that Lack Evidence Supporting Priority Status (“Motion”).

The Motion is based on this Notice, the Motion and its accompanying Memorandum of Points and Authorities, the pleadings and files in the Debtor’s bankruptcy case, and upon such further oral and documentary evidence as may be presented to the Court.

NOTICE TO CLAIMANTS IS HEREBY GIVEN:² the Trustee has filed an objection to your Proof of Claim identified as follows:

Claimant	Claim No.	Total Claim Amount	Alleged Priority Amount	Proposed Priority Amount to be Allowed
Alice Stanton	C 571-55.1	\$6,600.00	\$6,600.00	\$0
Amy L. Krickovich	C571-100782	\$901.38	Unspecified	\$0
Ana Hernandez Lagunas	C 571-1472.1	\$13,410.49	\$13,410.49	\$0
Antonino R Gambino	C 571-1319.1	\$7,200.00	\$7,200.00	\$0

² Each Claimant will be served with only a copy of their claim (but not copies of the other claimants’ claims). The filed-copy of this Motion and the courtesy copy sent to chambers will attach copies of all of the subject claims.

1		C 571-		Unspecified	\$0
2	Aurea S. Phillip	101221.1	\$20,091.28		
3	Avadeen C			\$3,717.17	\$0
4	Duckworth	C 571-926.1	\$3,717.17		
5	Capital One/Deborah		Unspecified		\$0
6	J. Antal	C571-100308		25% of earnings	
7		C 571-		\$10,942.02	\$0
8	Cesar E Adame	101076.1	\$10,942.02		
9	Chris & Kelly	C 571-		\$10,103.87	\$0
10	Behnke	100280.2	\$10,103.87		
11	Dilan S White	C 571-1716.1	\$12,749.00	\$12,749.00	\$0
12		C 571-		Unspecified	\$0
13	Douglas Smith	102107.1	\$4,143.22		
14	Erik Omar Piedras-			\$27,912.03	\$0
15	Jimenez Chaheine &				
16	Bianca E Piedras-	C 571-			
17	Jimenez	102192.1	\$27,912.03		
18		C 571-		\$11,241.42	\$0
19	Giorgio Giardinella	101030.1	\$11,241.42		
20		C 571-		\$10,000.00	\$0
21	Gustavo Romani	101933.1	\$10,000.00		
22	Herminia M Padilla	C 571-		\$7,000.14	\$0
23	Pizarro	102242.1	\$7,000.14		
24	Jason Shane Rice	C 571-648.1	\$11,284.00	\$11,284.00	\$0
25		C 571-		Unspecified	\$0
26	John Dunn	101981.1	\$25,000		
27		C 571-		\$8,756.70	\$0
28	Julia S Maddox	100129.1	\$8,756.70		
	Kim & Carl Gutzmer	C 571-445.1	\$24,000.00	\$24,000.00	\$0
	Lawann H.			Unspecified	\$0
	Blackston	C571-100180	\$7,592.00		
		C 571-		\$6,281.55	\$0
	Leda Manookian	100301.1	\$6,281.55		
		C 571-		\$5,956.80	\$0
	Lilua Del Rosso	100945.1	\$5,956.80		

1	Lynda Denette	C 571-		\$6,187.77	\$0
2	Wilcox	101035.1	\$6,187.77		
3	Margaret H			\$3,859.92	\$0
4	Lindquist	C 571-2399.1	\$3,859.92		
5	Marvin Harris	C571-101625	\$13,065.58	Unspecified	\$0
6	Melba del Rosario	C 571-1493.1	\$14,455.93	\$14,455.93	\$0
7	Melissa L & Shiva L			\$9,163.22	\$0
8	Sooknanan	C 571-39.1	\$9,163.22		
9	Miriam Ross-Smith	C 571-574.1	\$14,797.11	\$14,797.11	\$0
10	Mr Lead Group LLC	C 571-661.1	\$15,000.00	\$15,000.00	\$0
11	Nabil Ahmed			Unspecified	\$0
12	Sarsour	C571-101423	\$9,783.00		
13	Resurgent Capital			Unspecified	\$0
14	Services/Brinder				
15	Marshall	C571-100618	\$5,328.09		
16	Robert Newman	C 571-111.1	\$14,000.00	\$14,000.00	\$0
17	Samuel Ovid	C 571-945.1	\$13,842.36	\$13,842.36	\$0
18		C 571-		\$5,228.00	\$0
19	Sanna S Hao	102003.1	\$5,228.00		
20		C 571-		\$3,574.56	\$0
21	Shalise Dewitt	101055.1	\$3,574.56		
22	Tamothy Lynn Stone	C 571-2043.1	\$4,538.70	\$4,538.70	\$0
23		C 571-	\$13,061.00	\$13,061.00	\$0
24	Tatiana Altecort	102425.1			
25		C571-	\$17,736.00	Unspecified	\$0
26	William Gagne	101061.1			
27		C571-	\$4,110.67	Unspecified	\$0
28	Yvonne D. Barnes	100910.1			

The Motion seeks to alter your rights by disallowing, reducing, or modifying your Proof of Claim based on the grounds set forth in the Motion detailed below.

PLEASE TAKE FURTHER NOTICE that any response as to the proposed objections must be in the form as required by Rule 9013-1(f) of the Local Bankruptcy Rules ("LBR") and filed with the Clerk of the above-entitled Court no later than 14 days prior to the hearing date set forth above,

1 and a copy served on D. Edward Hays, Aaron E. de Leest, and Bradford N. Barnhardt at the address
2 indicated above. A copy of any response must also be served on the Office of the United States
3 Trustee, 411 West Fourth Street, Suite 7160, Santa Ana, CA 92701-4593. Failure to timely respond
4 may be deemed as acceptance of the proposed objections and the Court may grant the relief
5 requested in the Objection Motion without further notice or hearing. *See* LBR 3007-1(b) and 9013-
6 1(h).

7
8 DATED: October 3, 2024

MARSHACK HAYS WOOD LLP

9
10 By: /s/ Bradford N. Barnhardt

D. EDWARD HAYS

AARON E. DE LEEST

BRADFORD N. BARNHARDT

General Counsel for Richard A. Marshack,

Chapter 11 Trustee for the Bankruptcy Estate of
the Litigation Practice Group P.C. and Liquidating
Trustee of the LPG Liquidation Trust

Richard A. Marshack, Chapter 11 Trustee for the bankruptcy estate of the Litigation Practice Group P.C. (“Debtor”) and liquidating trustee of the LPG Liquidation Trust (collectively, “Trustee”) in the above-captioned bankruptcy case (“Bankruptcy Case”), hereby files this omnibus objection to certain alleged priority claims as identified in the attached **Exhibit A** (“Objected Claims”).³ The Trustee files this Objection, pursuant to §§ 105(a) and 502 of title 11 of the United States Code (“Bankruptcy Code”), Rules 3007(d), 3001(d), and 3018 of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”) and Rule 3007-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Central District of California (“Local Rules”). In support of the Objection, the Trustee respectfully states as follows:

1. Argument Summary

A claimant always bears the ultimate burden regarding the validity and amount of an asserted claim. Here, the Objected Claims assert a right to priority payments without evidence supporting priority status. The Trustee thus objects to the priority asserted in the Objected Claims and requests that the Court reclassify the alleged priority claims to be general (i.e. non-priority) unsecured claims.

2. Factual Background

A. General Background

On March 20, 2023 (“Petition Date”), the Debtor filed a voluntary petition under Chapter 11 of Title 11 of the United States Code, commencing this Bankruptcy Case.

On May 8, 2023, the Court entered an order (“Trustee Appointment Order”), Docket No. 65, granting a motion filed by the Office of the United States Trustee (“UST”), which requested the appointment of a chapter 11 trustee. Docket No. 21. Richard A. Marshack was appointed as the chapter 11 trustee pursuant to the Trustee Appointment Order and continues to serve in that capacity.

³ Unless otherwise set forth, all references to “§” or “Section” are to a section of the Bankruptcy Code.

1 On June 23, 2023, the Office of the United States Trustee appointed the Official Committee
2 of Unsecured Creditors (“Committee”), Docket No. 134, which was amended to increase the
3 number of Committee members on June 29, 2023. Docket No. 157.

4 On December 22, 2023, the Court entered an order, Docket No. 785, approving the
5 employment of Omni Agent Solutions (“Omni”) as the noticing and claims agent in this Bankruptcy
6 Case.

7 **B. Facts Relevant to This Objection**

8 **i. The Bar Dates**

9 On January 2, 2024, the Court entered an order, Docket No. 804 (“GUC Bar Date Order”),
10 establishing February 23, 2024, at 4:00 p.m. (prevailing Pacific Time) as the deadline to file claims
11 for all persons and entities, including governmental units (as that term is defined in § 101(27)),
12 holding secured, unsecured priority, or unsecured non-priority claims against the Debtor arising (or
13 deemed to arise) before the Petition Date. The Bankruptcy Court further established a Rejection Bar
14 Date and a Chapter 5 Bar Date (as those terms are defined in the GUC Bar Date Order).

15 On February 23, 2024, the Bankruptcy Court entered an order, Docket No. 963, establishing
16 two modified general bar dates: (i) February 25, 2024, at 4:00 p.m. prevailing Pacific Time, as the
17 deadline for certain consumer clients, holding a General Claim, that were provided notice of the bar
18 dates in the GUC Bar Date Order on January 24, 2024, or January 25, 2024; and (ii) March 25,
19 2024, at 4:00 p.m. prevailing Pacific Time for certain consumer clients, holding a General Claim, to
20 which the Trustee was unable to provide email notice.

21 Accordingly, as of the filing of this Objection, all bar dates have passed with respect to all
22 holders of claims.

23 **ii. The Plan and Confirmation Timeline**

24 On June 17, 2024, the Court entered an order, Docket No. 1348 (“Disclosure Statement
25 Order”), approving the solicitation of a disclosure statement, Docket No. 1345, describing the plan
26 of liquidation jointly proposed by the Trustee and the Committee (as may be amended, modified, or
27 supplemented from time to time) (“Plan”).
28

1 On August 29, 2024, the Court conducted a hearing to consider confirmation of the
2 Modified First Amended Joint Chapter 11 Plan of Liquidation (Dated June 14, 2024), Docket No.
3 1344, and confirmed the same at the hearing and later entered the Order of Confirmation on
4 September 9, 2024. Docket No. 1646. The Effective Date occurred on September 24, 2024. Docket
5 No. 1762.

6 **iii. The Objected Claims**

7 The Trustee, through counsel, has performed a search of the claims register to identify
8 alleged priority claims that lack evidence to support priority status. The Trustee files this Objection
9 to the Objected Claims because they provide no evidence that the Claimants are entitled to priority
10 status. True and correct copies of the Objected Claims are attached to the Declaration of Bradford
11 N. Barnhardt (“Barnhardt Declaration”) as **Exhibits 1-39**. Each Claimant is receiving a copy of his
12 or her own claim but not copies of the other Objected Claims.

13 **3. Legal Argument**

14 **A. The priority portions of the Objected Claims must be reclassified as** 15 **general unsecured claims.**

16 Section 502(a) provides that “[a] claim or interest, proof of which is filed under section 501
17 of this title is deemed allowed, unless a party in interest . . . objects.” 11 U.S.C. § 502(a). Section
18 502(b)(1) provides that a court shall not allow a claim if “such claim is unenforceable against the
19 debtor and property of the debtor, under any agreement or applicable law” 11 U.S.C.
20 § 502(b)(1). Bankruptcy Rule 3007 provides certain grounds upon which “objections to more than
21 one claim may be joined in an omnibus objection,” which include when “they were presented in a
22 form that does not comply with applicable rules, and the objection states that the objector is unable
23 to determine the validity of the claim because of noncompliance.” Fed. R. Bankr. P. 3007(d)(6).

24 As set forth in Bankruptcy Rule 3001(f), a properly executed and filed proof of claim
25 constitutes *prima facie* evidence of the validity and the amount of the claim under section 502(a) of
26 the Bankruptcy Code. *In re Garner*, 246 B.R. 617, 620 (B.A.P. 9th Cir. 2000). To overcome this
27 presumption of validity, the party objecting to a proof of claim must present “facts tending to defeat
28 the claim by probative force equal to that of the allegations of the proofs of claim themselves.”

1 *Wright v. Holm (In re Holm)*, 931 F.2d 620, 623 (9th Cir. 1991). Despite this requirement on the
2 objector “the ultimate burden of persuasion is always on the claimant.” *In re Landes*, 626 B.R. 531,
3 545 (Bankr. E.D. Cal. 2021) (citation omitted).

4 A proof of claim, however, must provide sufficient facts and evidence to support the claim.
5 See 11 U.S.C. § 502(a); Fed. R. Bankr. P. 3001; *Ashford v. Consolidated Pioneer Mortgage (In re*
6 *Consolidated Pioneer Mortgage)*, 178 B.R. 222, 226 (B.A.P. 9th Cir. 1995) (“Initially, the claimant
7 must allege fact sufficient to support the claim.”). Rule 3001 sets forth evidence required to be
8 submitted for certain types of claims. A claim that fails to provide adequate evidence, including the
9 specific information required by Rule 3001, is not entitled to *prima facie* validity under Rule
10 3001(f). See *Id.* at 226-227. If the claimant does not provide adequate evidence to support its claim,
11 the claim may be disallowed. See *e.g., Id.* at 227.

12 Here, as identified on Exhibit A, each of the Objected Claims asserts a right to priority
13 payments. The Objected Claims, however, provide no evidence that the claimants are entitled to
14 priority under any of the applicable provisions in section 507(a). The Trustee therefore seeks entry
15 of an order disallowing the priority portions of the Objected Claims in their entirety. The priority
16 portions of the Objected Claims should instead be reclassified as only general (i.e. non-priority)
17 unsecured claims. See, *e.g., In re DeWitt Rehab. & Nursing Ctr., Inc.*, 476 B.R. 827, 830 (Bankr.
18 S.D.N.Y. 2012) (sustaining an objection to the priority portion of a proof of claim and reclassifying
19 the entire claim as a general unsecured claim).

20 **B. Reservation of Rights**

21 The Trustee reserves all rights with respect to the Objected Claims and any other claim filed
22 in this Bankruptcy Case. Nothing in this objection shall be considered a waiver of rights or
23 defenses, an election of remedies, or any other concession with respect to the foregoing.

4. Conclusion

Based on the foregoing, the Trustee respectfully requests that the Court enter an order:
(i) sustaining the Objection and granting the requested relief in its entirety; (ii) disallowing the
priority portions of the Objected Claims; (iii) reclassifying the alleged priority amounts of the
Objected Claims as general unsecured claims; and (iv) granting the Trustee such other and further
relief as is just and appropriate under the circumstances.

DATED: October 3, 2024

MARSHACK HAYS WOOD LLP

By: /s/ Bradford N. Barnhardt

D. EDWARD HAYS

AARON E. DE LEEST

BRADFORD N. BARNHARDT

General Counsel for Richard A. Marshack,
Chapter 11 Trustee for the Bankruptcy Estate of
the Litigation Practice Group P.C. and Liquidating
Trustee of the LPG Liquidation Trust

DECLARATION OF BRADFORD N. BARNHARDT

I, Bradford N. Barnhardt, declare as follows:

1. I am employed as an associate attorney at Marshack Hays Wood LLP, general counsel to the Richard A. Marshack, Chapter 11 Trustee for the bankruptcy estate of the Litigation Practice Group P.C. and Liquidating Trustee of the LPG Liquidation Trust (collectively, "Trustee") in the above-captioned bankruptcy case.

2. I am admitted to practice law in the State of California and before this Court.

3. I make this declaration in support of the Trustee's Omnibus Objection to Alleged Priority Claims that Lack Evidence Supporting Priority Status ("Objection"). Unless otherwise defined herein, all capitalized terms have the definitions set forth in the Objection.

4. I have personal knowledge of the facts set forth below, or am informed of such facts in the course of my employment with Marshack Hays Wood LLP, and if called as a witness I could and would competently testify to the matters set forth in this declaration.

5. Attached to the RJN as Exhibits 1-39 are true and correct copies of the Objected Claims filed with the court or with the estate's claims agent, Omni.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 3, 2024.

/s/ Bradford N. Barnhardt

BRADFORD N. BARNHARDT

REQUEST FOR JUDICIAL NOTICE

1
2 1. Richard A. Marshack, in his capacity as Chapter 11 Trustee for the bankruptcy estate
3 of the Litigation Practice Group P.C. (“Debtor”) and liquidating trustee of the LPG Liquidation Trust
4 (collectively, “Trustee”), in the above-captioned bankruptcy case (“Bankruptcy Case”), requests
5 pursuant to Rule 201 of the Federal Rules of Evidence, that this Court take judicial notice of the
6 following: On March 20, 2023, Debtor filed a voluntary petition for relief under Chapter 11 of the
7 Bankruptcy Code in the United States Bankruptcy Court for the Central District of California,
8 initiating Case No. 8:23-bk-10571-SC.

9 1. On May 8, 2023, Richard A. Marshack was appointed as Chapter 11 Trustee of
10 Debtor’s Bankruptcy Estate and assumed all authority to administer Debtor’s Estate in this case.
11 Dkt. No. 65.

12 2. On June 23, 2023, the Office of the United States Trustee appointed the Official
13 Committee of Unsecured Creditors (“Committee”) [Docket No. 134], which was amended to
14 increase the number of Committee members on June 29, 2023. Docket No. 157.

15 3. On December 22, 2023, the Court entered an order [Docket No. 785] approving the
16 employment of Omni Agent Solutions (“Omni”) as the noticing and claims agent in this Bankruptcy
17 Case.

18 4. On July 7, 2023, the Trustee filed a motion (“Sale Motion”) to approve a sale of
19 substantially all of the Debtor’s assets (“Sale Transaction”). [Docket No. 191].

20 5. On July 22, 2023, the Court entered a memorandum decision [Docket No. 320]
21 approving the Sale Transaction. On August 2, 2023, the Court entered an order [Docket No. 352]
22 granting the Sale Motion. The Sale Transaction closed on August 4, 2023.

23 6. On January 2, 2024, the Bankruptcy Court entered an order [Docket No. 804] (“GUC
24 Bar Date Order”) establishing February 23, 2024, at 4:00 p.m. (prevailing Pacific Time) as the
25 deadline to file claims for all persons and entities, including governmental units (as that term is
26 defined in § 101(27)), holding secured, unsecured priority, or unsecured non-priority claims against
27 the Debtor arising (or deemed to arise) before the Petition Date. The Bankruptcy Court further
28 established a Rejection Bar Date and a Chapter 5 Bar Date (as those terms are defined in the GUC

1 bar Date Order).

2 7. On February 23, 2024, the Bankruptcy Court entered an order [Docket No. 963]
3 establishing two modified general bar dates: (i) February 25, 2024, at 4:00 p.m. prevailing Pacific
4 Time, as the deadline for certain consumer clients, holding a General Claim, that were provided
5 notice of the bar dates in the GUC Bar Date Order on January 24, 2024, or January 25, 2024; and (ii)
6 March 25, 2023, at 4:00 p.m. prevailing Pacific Time for certain consumer clients, holding a General
7 Claim, to which the Trustee was unable to provide email notice.

8 8. On June 17, 2024, the Court entered an order, Docket No. 1348 (“Disclosure
9 Statement Order”), approving the solicitation of a disclosure statement, Docket No. 1345, describing
10 the plan of liquidation jointly proposed by the Trustee and the Committee (as may be amended,
11 modified, or supplemented from time to time) (“Plan”).

12 9. On August 29, 2024, the Court conducted a hearing to consider confirmation of the
13 Modified First Amended Joint Chapter 11 Plan of Liquidation (Dated June 14, 2024), Docket No.
14 1344, and confirmed the same at the hearing and later entered the Order of Confirmation on
15 September 9, 2024. Docket No. 1646.

16 10. The Effective Date of the Plan occurred on September 24, 2024. Docket No. 1762.
17
18

19 DATED: October 3, 2024

MARSHACK HAYS WOOD LLP

21 By: /s/ Bradford N. Barnhardt

22 D. EDWARD HAYS

23 AARON E. DE LEEST

24 BRADFORD N. BARNHARDT

25 General Counsel for Richard A. Marshack,
26 Chapter 11 Trustee for the Bankruptcy Estate of
27 the Litigation Practice Group P.C. and Liquidating
28 Trustee of the LPG Liquidation Trust

EXHIBIT A

Exhibit A
List of Objected Claims

Claimant (in Alphabetical Order)	Claim No.	Date Filed	Total Claim Amount	Alleged Priority Amount	Exhibit
Alice Stanton	C 571-55.1	5/31/23	\$6,600.00	\$6,600.00	1
Amy L. Krickovich	C571-100782.1	02/10/24	\$901.38	\$901.38	2
Ana Hernandez Lagunas	C 571-1472.1	10/20/23	\$13,410.49	\$13,410.49	3
Antonino R Gambino	C 571-1319.1	10/11/23	\$7,200.00	\$7,200.00	4
Aurea S. Phillip	C 571-101221.1	2/12/24	\$20,091.28	Unspecified	5
Avadeen C Duckworth	C 571-926.1	9/21/23	\$3,717.17	\$3,717.17	6
Capital One/Deborah J. Antal	C571-100308.1	1/31/24	Unspecified	25% of earnings	7
Cesar E Adame	C 571-101076.1	Undated	\$10,942.02	\$10,942.02	8
Chris & Kelly Behnke	C 571-100280.2	1/26/24	\$10,103.87	\$10,103.87	9
Dilan S White	C 571-1716.1	11/2/23	\$12,749.00	\$12,749.00	10
Douglas Smith	C 571-102107.1	2/22/24	\$4,143.22	Unspecified	11
Erik Omar Piedras-Jimenez Chaheine & Bianca E Piedras-Jimenez	C 571-102192.1	2/19/24	\$27,912.03	\$27,912.03	12
Giorgio Giardinella	C 571-101030.1	2/15/24	\$11,241.42	\$11,241.42	13
Gustavo Romani	C 571-101933.1	2/23/24	\$10,000.00	\$10,000.00	14
Herminia M Padilla Pizarro	C 571-102242.1	2/23/24	\$7,000.14	\$7,000.14	15
Jason Shane Rice	C 571-648.1	9/12/23	\$11,284.00	\$11,284.00	16
John Dunn	C571-10198-1	02/23/24	\$25,000.00	Unspecified	17
Julia S Maddox	C 571-100129.1	2/24/24	\$8,756.70	\$8,756.70	18
Kim & Carl Gutzmer	C 571-445.1	8/31/23	\$24,000.00	\$24,000.00	19
Lawann H. Blackston	C571-100180.1	01/29/24	\$7,592.00	Unspecified	20
Leda Manookian	C 571-100301.1	1/31/24	\$6,281.55	\$6,281.55	21
Lilua Del Rosso	C 571-100945.1	2/9/24	\$5,956.80	\$5,956.80	22
Lynda Denette Wilcox	C 571-101035.1	2/17/24	\$6,187.77	\$6,187.77	23
Margaret H Lindquist	C 571-2399.1	1/19/24	\$3,859.92	\$3,859.92	24

Marvin Harris	C 571-101625.1	02/23/24	\$13,065.58	Unspecified	25
Melba del Rosario	C 571-1493.1	10/22/23	\$14,455.93	\$14,455.93	26
Melissa L & Shiva L Sooknanan	C 571-39.1	5/18/23	\$9,163.22	\$9,163.22	27
Miriam Ross-Smith	C 571-574.1	9/7/23	\$14,797.11	\$14,797.11	28
Mr Lead Group LLC	C 571-661.1	9/12/23	\$15,000.00	\$15,000.00	29
Nabil Ahmed Sarsour	C571-101423.1	02/20/24	\$9,783	Unspecified	30
Resurgent Capital Services/ Brinder Marshall	C571-100618.1	02/05/24	\$5,328.09	Unspecified	31
Robert Newman	C 571-111.1	7/13/23	\$14,000.00	\$14,000.00	32
Samuel Ovid	C 571-945.1	9/22/23	\$13,842.36	\$13,842.36	33
Sanna S Hao	C 571-102003.1	2/22/24	\$5,228.00	\$5,228.00	34
Shalise Dewitt	C 571-101055.1	2/13/24	\$3,574.56	\$3,574.56	35
Tamothy Lynn Stone	C 571-2043.1	11/17/23	\$4,538.70	\$4,538.70	36
Tatiana Altecort	C 571-102425.1	2/26/24	\$13,061.00	\$13,061.00	37
William Gagne	C571-101061.1	02/13/24	\$17,736	Unspecified	38
Yvonne D. Barnes	C571-100910.1	02/06/24	\$4,110.67	Unspecified	39

Copies of the Objected Claims are attached to the Barnhardt Declaration as Exhibits 1-39.

EXHIBIT A, PAGE 10

EXHIBIT 1

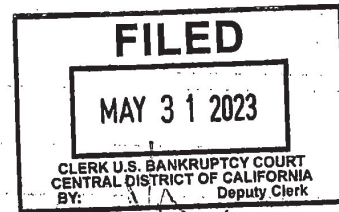
Fill in this information to identify the case:

Debtor 1 Litigation Practice Group

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Central District of California

Case number: 8:23-bk-10571-SC



Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? Alice Stanton
Name of the current creditor (the person or entity to be paid for this claim)
Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
☒ No
☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Name <u>Alice Stanton</u>	Name _____
Number <u>160</u> Street <u>BROOKDALE LANE</u>	Number _____ Street _____
City <u>INDIANA</u> State <u>PA</u> ZIP Code <u>15701</u>	City _____ State _____ ZIP Code _____
Contact phone <u>814 270-1187</u>	Contact phone _____
Contact email <u>alicefstanton@gmail.com</u>	Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	

4. Does this claim amend one already filed? ☒ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on 5/22/2023
MM / DD YYYY

5. Do you know if anyone else has filed a proof of claim for this claim? ☒ No
☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	\$ <u>6,600</u> Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Refund monies for services NOT completed</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? ☐ No ☒ Yes. Check one:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input checked="" type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ <u>6,600</u>

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 5/22/2023
MM DD YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name Alice Frances Stanton
First name Middle name Last name

Title

Company

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

160 BROOKDALE LANE

Number

Street

INDIANA

PA

15701

City

State

ZIP Code

Contact phone

(814) 270-1187

Email

alicefstanton@gmail.com

5/22/2023

United States Bankruptcy Court

Central District of California

411 West Fourth Street, Suite 2030

Santa Ana, CA 92701

To whom it may concern,

I am filing this claim to obtain the refund that I am entitled to receive from Litigation Practice Group. Oak Stone Law Group, the company that bought my account from Litigation Practice Group, has access to records that indicate my interactions with an employee named Mallory (I don't have her last name). All of the interactions dealing with a refund were done over the phone even though I requested in writing that they provide information in writing.

I was a customer of Litigation Group. I canceled their service when I found out that they had done little if anything in almost two years to provide the services described in the contract, I had with them. Upon cancellation, I was contacted by an agent of LPG. She calculated and approved a refund of \$6,600.00. I provided information including my mailing address and was informed by Mallory that I would receive my refund in 7-10 days. That was in February 2023. I have not received this refund. I got some answers from Oak Stone, and they said they could see I was in touch with Mallory and that I was to receive a refund. However, they have no further information, but I was told by Stephanie, an Oak Stone Law Group manager, that LPG was sending refunds. I have been unable to get in contact with LPG or Mallory although the number I have on file for Mallory is in service I have been able to leave messages and text but have not received any responses.

This entire experience has been a nightmare and I am being sued by creditors and my credit is ruined due to allowing LPG to take my case. I was misled by them and now I may be at a loss for over \$6,000.00. I am unsure if this is the proper use of this claim filing, but I desperately need some answers or help. I am unable to contact LPG or Mallory to find any answers or updates about where my refund of \$6,600.00 is and now I find out this company has filed for bankruptcy so now I am basically at a loss in more ways than one. Please file this claim and contact me with any questions. As I mentioned I'm not sure if this is how I should be doing this, and I would appreciate any help possible to get this money refunded to me.

Thank you,

Alice Stanton

EXHIBIT 2

4024

UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA

Fill in the information to identify the case (Select only one Debtor per form):

☐ The Litigation Practice Group P.C. (Case No. 23-10571)

FILED

FEB 10 2024

By Omni Agent Solutions, Claims Agent
For U.S. Bankruptcy Court
Central District of California

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Carefully read instructions included with this Proof of Claim before completing. In order to have your claim considered for payment and/or voting purposes, complete ALL applicable questions.

Part 1: Identify the Claim

1. Who is the current creditor?

Amy L Krickovich
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor: _____

2. Has this claim been acquired from someone else?

☒ No

☐ Yes From whom? _____

3. Where should notices and payments to the creditor be sent?

Federal Rule of
Bankruptcy Procedure
(FRBP) 2002(g)

Where should notices to the creditor be sent?

Amy L Krickovich
Name

184 Enchanted Forest South
Number Street

Depew NY 14043
City State ZIP Code

Contact Phone 716-398-1403

Contact email Krickovich.ALC@Gmail.com

Uniform claim identifier for electronic payments in chapter 13 (if you use one) _____

Where should payments to the creditor be sent? (if different)

Name _____

Number Street _____

City State ZIP Code _____

Contact Phone _____

Contact email _____

4. Does this claim amend one already filed?

☐ No

☒ Yes

Claim Number on court claims registry (if known) 8:23-bk-

Filed On 10571-SC
MM / DD / YYYY 10-21-23

5. Do you know if anyone else has filed a proof of claim for this claim?

☐ No

☒ Yes

Who made the earlier filing? Phoexix Law

100782-1

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>2190</u>
7. How much is the claim?	\$ <u>901.38</u>	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information <u>Debt Consideration</u>	
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	The claim is secured by a lien on property Nature of property: <input type="checkbox"/> Real Estate If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded). Value of Property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7). Amount necessary to cure any default as of the date of the petition: \$ <u>901.38</u> Annual Interest Rate: (when case was filed) <u>2</u> % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Identify the property: <u>Debt Consideration</u>
12. Is this claim for the value of goods received by the debtor within 20 days before the commencement date of this case (11 U.S.C. §503(b)(9))?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Amount of 503(b)(9) Claim: \$ _____

13. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? ☐ No ☒ Yes Check all that apply

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5).	\$ _____
<input checked="" type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ Debt Consideration

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it.

FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02.06.2024
MM / DD / YYYY

Signature Amy R. Krickovich

Print the name of the person who is completing and signing this claim:

Name Amy L Krickovich
First Name Middle Name Last Name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 184 Enchanted Forest South.
Number Street

Depew NY 14043
City State ZIP Code

Contact Phone 716-398-1403 Email Krickovich.AK@att.net
GMail - C. Amy

EXHIBIT 3

Fill in this information to identify the case:

Debtor 1	The Litigation Practice Group P.C.
Debtor 2	
(Spouse, if filing)	
United States Bankruptcy Court	Central District of California
Case number:	23-10571

FILED
U.S. Bankruptcy Court
Central District of California
10/20/2023

Kathleen J. Campbell, Clerk

**Official Form 410
Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	Litigation Practice Group Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor Oakstone Law Group.	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? Litigation Practice Group Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) Name P.O. Box 513018 Los Angeles, CA 90051-1018 Contact phone (949) 393-8411 Contact email Support@lpglaw.com Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) Name Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<div style="display: flex; align-items: flex-start;"><div style="flex: 1;"><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____</div></div>
7. How much is the claim?	<div style="display: flex; align-items: flex-start;"><div style="flex: 1;"><div style="display: flex; align-items: center;">\$<div style="border-bottom: 1px solid black; flex-grow: 1; text-align: center;">31644.00</div></div></div><div style="flex: 1; padding-left: 10px;">Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</div></div>
8. What is the basis of the claim?	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).</p> <p>Limit disclosing information that is entitled to privacy, such as healthcare information.</p> <div style="border-bottom: 1px solid black; padding-top: 5px;">Credit Debt – LPG Services</div>
9. Is all or part of the claim secured?	<div style="display: flex; align-items: flex-start;"><div style="flex: 1;"><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <div style="display: flex; align-items: flex-start;"><input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410–A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____</div></div><div style="flex: 1; padding-left: 10px;">Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <div style="display: flex; align-items: flex-start;"><input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div></div></div>
10. Is this claim based on a lease?	<div style="display: flex; align-items: flex-start;"><div style="flex: 1;"><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____</div></div>
11. Is this claim subject to a right of setoff?	<div style="display: flex; align-items: flex-start;"><div style="flex: 1;"><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Identify the property: _____</div><div style="flex: 1; padding-left: 10px;">TD Bank, CitiBank, Synchronic B, American Express, US Bank, _____</div></div>

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. <i>Check all that apply.</i>	<p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p> <p><input type="checkbox"/> Domestic support obligations (including alimony and child support) \$ _____ under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).</p> <p><input type="checkbox"/> Up to \$3,350 * of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150 *) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____</p> <p><input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____</p> <p><input checked="" type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(5) that applies \$ 13410.49</p> <p style="font-size: small;">* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.</p>	Amount entitled to priority
---	--	--	------------------------------------

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:

- ☐ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☒ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/20/2023
MM / DD / YYYY

/s/ Ana Hernandez Lagunas

Signature

Print the name of the person who is completing and signing this claim:

Name	<u>Ana Hernandez Lagunas</u>		
	First name	Middle name	Last name
Title	<u></u>		
Company	<u>103678965502</u>		
Address	Identify the corporate servicer as the company if the authorized agent is a servicer		
	<u>2808 Syracuse St, Unit 117</u>		
	Number Street		
	<u>Denver, CO 80238</u>		
	City State ZIP Code		
Contact phone	<u>720-951-0488</u>	Email	<u>analauhdez@gmail.com</u>



ACUERDO DE SERVICIOS LEGALES

Servicios Jurídicos

El grupo de practica de litigios PC ("LPG") proporcionara servicios de validación en el lugar en el que se eliminara la información incorrecto y errónea que aparece en uno o mas de sus reporte de crédito por deudas que aparecen allí. Ester servicio se limita a la información reportada por los acreedores o los acreedores acreditados a las agencias de crédito. El propósito de este programa es desafiar la validez legal de las deudas que aparecen o son reportadas a las agencias de crédito. El costo de los servicios legales prestados por LPG se establece a continuación, y las tarifas se obtienen por LPG para los servicios prestados a usted en el momento en que se pagan las dichas tarifas.

Autorización del cliente

Usted autoriza a LPG a desafiar, cuando corresponda, cualquier deuda que aparezca en su(s) reporte(s) de crédito que usted cree para financiar de manera invalida, inexacta u otro sin base legal. Usted también debe atizar a LPG a obtener una copia de su reporte de crédito asistirá en el proceso de analizar su cuenta y desarrollar una estrategia con respeto a la validación de la deuda como un agente no autorizado o de otro modo no autorizado por la ley. Usted debe autorizar a LPG, actuando bajo el poder del agente para usted, a que coloque su firma en los documentos enviados en su numero en relación con los asuntos tratados en este documento.

Descripción de los Servicios a Realizar

LPG obtendrá sus reporte de crédito, los analizará y desarrollará estrategias para corregir deudas no válidas o ilegales por las cuales no debe ser considerado legalmente responsable. Cuando corresponda, LPG utilizara las leyes existente e interactuara con los acreedores y las agencias de crédito en su nombre para invalidar sus deudas y eliminar dichas deudas no válidas de sus reporte de crédito. LPG también interactuara con las agencias de cobro, según corresponda para invalidar sus deudas al exigirles que proporcionen evidencia de su deuda con ellos, o para invalidar sus deudas al exigirles que proporcionen evidencia de su deuda con ellos, o cualquier otro mecanismo legal. LPG también consultará con usted sobre todos los aspectos del procesos de reporte de crédito , incluidas todas las leyes aplicables al mismo. LPG también investiga sus cuentas morosas para determinar el método mas efectivo para invalidar sus deudas o eliminar cualquier responsabilidad legal por tales deudas, hasta e incluyendo el inicio de demandas en su nombre contra sus acreedores y sus cobradores de deudas de terceros. Además, si se presenta una demanda en su contra, LPG lo representara en dicha demanda y no le cobrará ninguna tarifa adicional por dicha representación, siempre que dicha demanda se inició después de la fecha en que firma este acuerdo en caso de que se inicie una demanda contra usted antes de la fecha en que ejecute este acuerdo y elija que LPG lo represente, se le cobrará una tarifa adicional de \$500.00. En su caso, si se recuperan los honorarios legales de una parte adversa, LPG retendrá dichos honorarios por sus servicios. Usted será responsable de pagar los daños resultante de cualquier demanda. LPG pagará los costos incurridos en una demanda con los honorarios establecidos a continuación, incluidos los honorarios de cualquier abogado retenido en su nombre en una jurisdicción el la que LPG no está admitido para ejercer la abogacía. No será necesario el pago adicional de usted a LPG para la defensa de cualquier demanda presentada en su contra después de la fecha de ejecución de este acuerdo. Sin embargo, usted será responsable de pagar los daños resultante de tales demandas o cualquier acuerdo alcanzado en el curso de dichas demandas.

Tarifas y Cargos

Pagará las siguientes tarifas para los servicios legales proporcionados por LPG. No se aplicará otro costo se cobrará lo siguiente. Esta es la única cantidad que debe pagar por los servicios de LPG, y estas tarifas se fijan, de modo que se gana el momento en que se envía a LPG. Cuando se solicite, LPG proporcionará una actualización del progreso de los servicios realizados bajo este acuerdo en intervalos razonables de frecuencia mayor que un mes.

Política de Reembolso

Si un acreedor válida por completo una cuenta, de modo que no se puedan realizar más disputas sobre la validez de la cuenta, recibirá un reembolso completo de las tarifas que pagó por la invalidación de esa cuenta (es decir, se le reembolsará los honorarios pagados en proporción a la deuda que fue validada). Si tiene un saldo pendiente con GLP al momento de emitir su reembolso en la cuenta validada, cualquier reembolso se aplicará primero al saldo pendiente. Un cliente puede optar por pasar a un servicio de liquidación de deudas en cualquier cuenta validada en lugar de obtener un reembolso. Si un cliente hace tal elección, ya no se cobrarán tarifas por dicha cuenta y los servicios de liquidación de deudas se realizarán sin tarifas adicionales. Tenga en cuenta que los honorarios que paga a LPG son por los servicios que le brinda bajo este Acuerdo, y no con el propósito de pagar un acuerdo a ningún acreedor en ningún momento.

Liquidación de Deudas

Si LPG no puede invalidar ninguna deuda, puede optar porque LPG negocie un acuerdo en su nombre con el acreedor en cuestión sin que usted cobre o incurra en tarifas adicionales por dicho servicio. Cualquier acuerdo alcanzado con dicho acreedor será su responsabilidad. En el momento en que llegue a un acuerdo con dicho acreedor, su pago a LPG se reducirá y volverá a amortizar para ajustar la cuenta liquidada que se eliminará de la representación aquí contemplada. Consulte la política de reembolso anterior para obtener más detalles.

Acciones requeridas de usted

Usted está de acuerdo en proporcionar LPG con cualquier correspondencia y correspondencia que reciba de cualquier acreedor, oficina de crédito, abogado o tribunal de justicia.

Derecho a realizar negocios electrónicamente y contactarlo

Usted acepta que LPG puede contactarlo electrónicamente y telefónicamente, y que todos los negocios con LPG pueden llevarse a cabo electrónicamente. Además, acepta que LPG puede transmitir datos, incluido el relativo a su perfil de crédito, electrónicamente. Además, acepta que cualquier comunicación electrónica conlleva el riesgo de divulgación a un tercero, y que LPG no será responsable de dicha divulgación involuntaria de información. Una transmisión por fax o correo electrónico de este acuerdo firmado, a través de un archivo adjunto de correo electrónico o de otra manera, será tan válida como el original. Este acuerdo no puede modificarse excepto por escrito por ambas partes.

Agradecimientos del cliente

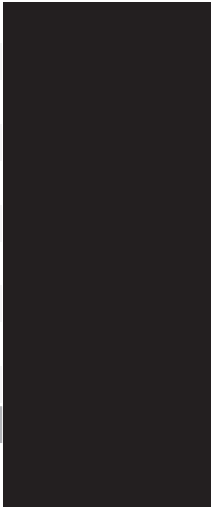
Al firmar este acuerdo, usted reconoce que LPG no le ha dado instrucciones de incumplir ningún contrato, no realizar el pago requerido o incumplir cualquier obligación legalmente contraída. LPG se reserva el derecho de rescindir este acuerdo si (a) el cliente no realiza el pago oportuno de la cantidad adeudada en virtud de lo estipulado aquí o (b) los pagos del cliente se devuelven varias veces por cualquier motivo. LPG no pagará sus deudas y no garantiza que cualquier deuda que ahora tenga o pueda incurrir se invalidará o liquidará en asociación con los servicios de LPG. Usted comprende y acepta que debe enviar cualquier comunicación que reciba en forma impresa o electrónica de cualquier acreedor, tribunal o representante de otro acreedor o tribunal a admin@coastprocessing.com, y que debe mantener un registro de todas las comunicaciones telefónicas con cualquier acreedor o agencia de informes crediticios. **No firme este acuerdo hasta que haya recibido y leído las declaraciones de información y los avisos de cancelación requeridos por la ley estatal y federal, incluso si se le aconseja lo contrario. Al firmar este acuerdo, usted acusa recibo de estas divulgaciones antes del momento de la firma y acepta los términos de este acuerdo. Usted, el cliente, puede cancelar este acuerdo en cualquier momento antes de la medianoche CST del quinto día después de la fecha de ejecución de este acuerdo por correo electrónico a admin@coastprocessing.com. Además, usted, el cliente puede rescindir los servicios de LPG según este acuerdo en cualquier momento a través de un correo electrónico a to admin@coastprocessing.com.**

Firma del cliente : *Ana Hernandez Lagunas*Fecha: 4/28/2021

Firma del co-solicitante: _____

Fecha: _____

Información del acreedor

<u>Creditor</u>	<u>Account #</u>	<u>Amount Owed</u>
<u>BRCLYSBANKDE</u>		<u>\$17,643.00</u>
<u>Citi Bank</u>		<u>\$11,124.00</u>
<u>AMEX</u>		<u>\$9,290.00</u>
<u>US Bank</u>		<u>\$8,978.00</u>
<u>CBNA</u>		<u>\$5,749.00</u>
<u>TARGETTD</u>		<u>\$5,556.00</u>
<u>JPMCB CARD</u>		<u>\$4,939.00</u>
<u>JPMCB CARD</u>		<u>\$4,412.00</u>
<u>SYNCBGAPDC</u>		<u>\$1,972.00</u>
<u>BK OF AMER</u>		<u>\$1,254.00</u>
<u>-</u>		<u>\$70,917.00</u>

Información del cliente

Nombre: Ana Hernandez Lagunas

Domicilio: 2808 Syracuse St Unit 117, Denver CO 80238

Número de Teléfono de Casa:

Número Celular: 720-951-0488

Correo Electronico: analauhdez@gmail.com

últimos 4 de su número de seguro social: [REDACTED]

Información del co-cliente

Nombre:

Domicilio: ,

Número de Teléfono de Casa:

Número Celular:

Correo Electronico:

últimos 4 de su número de seguro social:

Calendario de pagosEstoy de acuerdo con este plan de pago: iniciales del cliente: AHL

Payment #	Process Date	Amount
1	May 15, 2021	\$879.35
2	Jun 15, 2021	\$879.35
3	Jul 15, 2021	\$879.35
4	Aug 16, 2021	\$879.35
5	Sep 15, 2021	\$879.35
6	Oct 15, 2021	\$879.35
7	Nov 15, 2021	\$879.35
8	Dec 15, 2021	\$879.35
9	Jan 18, 2022	\$879.35
10	Feb 15, 2022	\$879.35
11	Mar 15, 2022	\$879.35
12	Apr 15, 2022	\$879.35
13	May 16, 2022	\$879.35
14	Jun 15, 2022	\$879.35
15	Jul 15, 2022	\$879.35
16	Aug 15, 2022	\$879.35
17	Sep 15, 2022	\$879.35
18	Oct 17, 2022	\$879.35
19	Nov 15, 2022	\$879.35
20	Dec 15, 2022	\$879.35
21	Jan 17, 2023	\$879.35
22	Feb 15, 2023	\$879.35
23	Mar 15, 2023	\$879.35
24	Apr 17, 2023	\$879.35
25	May 15, 2023	\$879.35
26	Jun 15, 2023	\$879.35
27	Jul 17, 2023	\$879.35
28	Aug 15, 2023	\$879.35
29	Sep 15, 2023	\$879.35
30	Oct 16, 2023	\$879.35
31	Nov 15, 2023	\$879.35
32	Dec 15, 2023	\$879.35
33	Jan 16, 2024	\$879.35
34	Feb 15, 2024	\$879.35
35	Mar 15, 2024	\$879.35
36	Apr 15, 2024	\$879.23

Autorización de pago electrónico

Nombre del banco: Canvas credit union

Nombre en la cuenta: Ana Hernandez

Tipo de cuenta: Checking

____ Otra (especificar: _____)

Número de ruta: [REDACTED]

Número de cuenta [REDACTED]

Próxima fecha de pago: May 15, 2021 Cantidad: \$ 879.35

Fecha de pago recurrente: : 15th

Al firmar a continuación, autorizo y permito que LPG o sus designados EPPS, Omnifund, Equipay, Forte, a CSG Company, Authorize.NET inicien la transferencia electrónica de fondos a través de un sistema de Cámara de Compensación Automatizada (ACH) desde mi cuenta mencionada anteriormente. También le proporcionaré a LPG un cheque anulado o una boleta de depósito de ahorro Si es necesario, LPG puede hacer ajustes si se han producido errores durante la transacción. La fecha del borrador se enumera arriba, sin embargo, si la fecha del borrador cae en un fin de semana o feriado bancario, la transacción de débito tendrá lugar el siguiente día hábil. Esta autoridad permanecerá vigente hasta que el miembro notifique a LPG por escrito al menos 5 días antes de la próxima fecha de borrador programada No se observarán otras formas de cancelación por parte del miembro. Si el débito se devuelve debido a fondos insuficientes de fondos no recaudados, entonces el originador y su institución financiera pueden reiniciar la entrada hasta dos (2) veces. La reversión de fondos de la cuenta de un cliente que se redactó por error no se puede realizar hasta siete días hábiles a partir de la fecha del borrador. El miembro acepta renunciar a todos los derechos de reversión o rechazo de cualquier pago de cualquier giro que LPG pueda hacer contra la cuenta bancaria del miembro mientras se prestan los servicios. El miembro está de acuerdo con todas las disposiciones y condiciones descritas en.

Reconocimiento de reembolsos y cambios en la fecha del borrador

Reembolsos de ACH: si el fondo es debido, dicho pago se realizará a través del proceso de ACH solo si las tarifas se realizaron a través del proceso de ACH. Todos los reembolsos pueden demorar hasta 10 días en procesarse. En caso de que mi EFT o giro sea devuelto de mi banco sin pagar, acepto que se pueda cargar a mi cuenta una tarifa de \$ 25.00 o según lo permita la ley a través de un giro o EFT Además, garantizo que estoy autorizado para ejecutar esta autorización de pago y que la información anterior es verdadera y correcta. Un cliente puede detener cualquier débito ACH mediante notificación por escrito a LPG al menos cinco (5) días hábiles antes del pago programado Si necesita notificarnos su intención de cancelar y / o revocar esta autorización, debe comunicarse con nosotros cinco (5) días antes de que se inicie el débito cuestionado

Por favor llámenos al 949-229-6262 o admin@coastprocessing.com.

Firma de Cliente: Ana Hernandez LagunasFecha: 4/28/2021Nombre de Cliente: Ana Hernandez Lagunas

Autorización de transferencia electrónica de fondos (EFT) a la cuenta bancaria de débito

Nombre del titular de la cuenta: Ana Hernandez

Número de seguro social: [REDACTED]

Fecha de nacimiento: [REDACTED]

Domicilio: 2808 Syracuse St Unit 117

Ciudad: Denver

Estado: CO

código postal: 80238

Numero de Teléfono móvil #:

Nombre de Banco: Canvas credit union

Numero de Ruta: [REDACTED]

Numero de Cuenta: [REDACTED]

Total de débito: \$879.35 Fecha de siguiente débito: May 15, 2021 Cuenta de Cheques Cuenta de Ahorros: Checking

Por la presente solicito y acepto establecer una cuenta de propósito especial sin intereses (la "Cuenta") con un banco ("Banco") seleccionado por EPPS, LLC y / o sus sucesores con el fin de acumular fondos para pagar dichos gastos, bienes y servicios como yo le indico a EPPS, LLC que realice. Esta aplicación está sujeta al programa de identificación de clientes del Banco, como lo exige la Ley PATRIOTA de EE. UU. Y otras leyes aplicables, y en consecuencia, declaro que la información anterior es verdadera y completa a mi leal saber y entender. La información de la cuenta bancaria proporcionada anteriormente puede estar sujeta a procesos de validación de cuenta para incluir una notación previa y un microdepósito de \$ 0.01.

Schedule of Fees and Charges	
Monthly Banking Fee:	Included
ACH/EFT Fee Per Transaction	Included
Chargeback/Late Return Fee	Included
NSF Fee	Included
Account Closer Fee	Included
PREMIUM DISBURSEMENT SERVICES	
Wire Transfer	Included
FedEx/Overnight Next Day	Included
2 nd Day Check With Tracking	Included

Por la presente autorizo al Banco, directamente oa través de EPPS, LLC, y / o sus proveedores de servicios, a administrar la Cuenta en mi nombre (a) transfiriendo y depositando fondos periódicamente en la Cuenta, a través de cualquier medio de pago actualmente en uso y (b) desembolsar periódicamente fondos de la Cuenta de conformidad con las instrucciones que pueda dar ocasionalmente. Por la presente autorizo pagos de la Cuenta por los honorarios y cargos previstos en esta solicitud y en el acuerdo. . Por la presente, doy permiso para que el Banco comparta información sobre la Cuenta con EPPS, LLC y cualquier otro proveedor de servicios para facilitar las transacciones que pueda iniciar que involucren a la Cuenta, y con cualquier otra parte que sea esencial para la administración de la Cuenta en mi nombre Mi firma a continuación proporciona permiso para ser contactado por teléfono al número provisto con esta autorización. Se enviará un recordatorio de pago a su número de teléfono a través de mensajes de texto antes del pago programado anteriormente. Esta autorización permanecerá en pleno vigor y efecto hasta que presente un aviso de terminación verbal o escrito a EPPS. Cualquier notificación de este tipo, y cualquier otra notificación por escrito que se proporcione en esta Solicitud o en el Acuerdo, se enviarán a EPPS, LLC a la dirección establecida en el Acuerdo. "EPPS-Ph # 800-215-3484" aparecerá en su declaración bancaria

Firma del titular de la cuenta: *Ana Hernandez Lagunas*

Fecha: 4/28/2021



Your Document Was Successfully Signed!

Congratulations, your document(s) was successfully signed. Please find details below related to your e-signature submission.

Signing Details

Document ID
3776030

Signer Email
analauhdez@gmail.com

Document Title
Legal Service Agreement with LPG (Spanish)

Signer IP Address
140.226.160.140

Sender IP Address
187.250.197.223

Timestamp
2021-04-28T18:46:51-05:00

Number Of Signers
1

Document MD5 Hash
d41d8cd98f00b204e9800998ecf8427e

Document Audit

- ✓ Sent at 2021-04-28T18:42:16-05:00 from IP 187.250.197.223
- ✓ Delivered to analauhdez@gmail.com at 2021-04-28T18:42:28-05:00 from 140.226.160.140
- ✓ Adopted Signature at 2021-04-28T18:42:40-05:00 from 140.226.160.140
- ✓ Completed Signing at 2021-04-28T18:46:51-05:00 from 140.226.160.140
- ✓ PDF Generated at 2021-04-28T18:46:51-05:00

Sending Agent
Mozilla/5.0 (Windows NT 10.0; Win64; x64; rv:88.0) Gecko/20100101 Firefox/88.0



P.O. Box 513018, Los Angeles, CA 90051-1018
Tel. (949) 715-0644 · Fax (949) 315-4332
Support@LPGLaw.com

ADENDA AL ACUERDO DE SERVICIOS LEGALES

Acuerdo De Servicios Legales

Anteriormente ejecutó un Acuerdo de Servicios Legales con The Litigation Practice Group PC (“LPG”) para proporcionar servicios de validación de deudas en el que lo ayudaría a eliminar información errónea o inexacta que aparece en uno o más de sus informes de crédito impugnando las deudas que aparecen en el mismo. Al ejecutar este apéndice, usted reafirma los términos de ese Acuerdo original y ahora solo busca modificar el acuerdo de la siguiente manera:

Ha solicitado que eliminemos las siguientes deudas en virtud del Acuerdo:

SYNCBGAPDC Suttell & Hammer Attorneys at Law **** [REDACTED]

TARGETTD Rausch Sturm Law Firm *** [REDACTED]

CBNA The Moore Law Group ** [REDACTED] / *** [REDACTED]

AMEX/ Zwicker & Associates, P.C *** [REDACTED]

BK OF AMER *** [REDACTED]

Después de eliminar esta deuda, su nuevo pago es el siguiente:

Payment #	Effective Date	Amount
1	Sep 15, 2022	\$344.07
2	Oct 17, 2022	\$344.07
3	Nov 15, 2022	\$344.07
4	Dec 15, 2022	\$344.07
5	Jan 17, 2023	\$344.07
6	Feb 15, 2023	\$344.07
7	Mar 15, 2023	\$344.07
8	Apr 17, 2023	\$344.07
9	May 15, 2023	\$344.07
10	Jun 15, 2023	\$344.07
11	Jul 17, 2023	\$344.07
12	Aug 15, 2023	\$344.07
13	Sep 15, 2023	\$344.07
14	Oct 16, 2023	\$344.07
15	Nov 15, 2023	\$344.07
16	Dec 15, 2023	\$344.07
17	Jan 16, 2024	\$344.07
18	Feb 15, 2024	\$344.07
19	Mar 15, 2024	\$344.07
20	Apr 15, 2024	\$344.07
21	May 15, 2024	\$358.00

Payment #	Effective Date	Amount
22	Jun 17, 2024	\$358.00
23	Jul 15, 2024	\$159.20
24	Aug 15, 2024	\$200.00

Autorización del cliente

Firma del cliente



9/14/2022

Firma del co-solicitante

Autorización de pago electrónico

Nombre del banco: Canvas credit union

Nombre en la cuenta: Ana Hernandez

Tipo de cuenta: Checking

____ Otra (especificar: _____)

Número de ruta: [REDACTED]

Número de cuenta: [REDACTED]

Próxima fecha de pago: 09/15/2022 Cantidad: \$344.07

Fecha de pago recurrente: 15th

Al firmar a continuación, autorizo y permito que LPG o sus designados inicien la transferencia electrónica de fondos a través de un sistema de Cámara de Compensación Automatizada (ACH) desde mi cuenta mencionada anteriormente. También le proporcionaré a LPG un cheque anulado o un comprobante de depósito de ahorro.

Si es necesario, LPG puede hacer ajustes si se han producido errores durante la transacción. La fecha del borrador se enumera arriba, sin embargo, si la fecha del borrador cae en un fin de semana o feriado bancario, la transacción de débito se realizará el siguiente día hábil. Esta autoridad permanecerá vigente hasta que el miembro notifique a LPG por escrito al menos 5 días antes de la próxima fecha de borrador programada. No se observarán otras formas de cancelación por parte del miembro. Si el débito se devuelve debido a fondos insuficientes de fondos no recaudados, entonces el originador y su institución financiera pueden reiniciar la entrada hasta dos (2) veces. La reversión de fondos de la cuenta de un cliente que se redactó por error no se puede realizar hasta siete días hábiles a partir de la fecha del borrador. El miembro acepta renunciar a todos los derechos de reversión o rechazo de cualquier pago de cualquier giro que LPG pueda hacer contra la cuenta bancaria del miembro mientras se prestan los servicios. El miembro está de acuerdo con todas las disposiciones y condiciones descritas en el mismo.

Reconocimiento de reembolsos y cambios en la fecha del borrador

Reembolsos de ACH: Si se debe un reembolso, se realizará a través del proceso de ACH solo si las tarifas se realizaron a través del proceso de ACH. Todos los reembolsos pueden demorar hasta 10 días en procesarse. En caso de que mi EFT o giro sea devuelto de mi banco sin pagar, acepto que se pueda cargar a mi cuenta una tarifa de \$ 25.00 o según lo permita la ley a través de un giro o EFT. Además, garantizo que estoy autorizado para ejecutar esta autorización de pago y que la información anterior es verdadera y correcta. Cambios en la fecha del borrador: Un cliente puede detener cualquier débito de ACH mediante notificación por escrito a LPG al menos cinco (5) días hábiles antes del pago programado. Si necesita notificarnos su intención de cancelar y / o revocar esta autorización, debe comunicarse con nosotros cinco (5) días antes de que se inicie el débito cuestionado. Llámenos al 949-229-6262 o support@lpglaw.com.

Iniciales aquí:

Firma:

Nombre impreso: Ana Hernández Lagunas

ALH
[Handwritten Signature]

Fecha: 9/14/2022

**Autorización de transferencia electrónica de fondos (EFT) a la cuenta bancaria de
débito**

Nombre del titular de la cuenta: Ana Hernandez

Número de seguro social: [REDACTED]

Fecha de nacimiento: [REDACTED]

Domicilio: 2808 Syracuse St Unit 117

Ciudad: Denver

Estado: CO

código postal: 80238

Numero de Teléfono móvil #:

Nombre de Banco: Canvas credit union

Numero de Ruta: [REDACTED]

Numero de Cuenta: [REDACTED]

Total de débito: \$344.07

Fecha de siguiente débito: 09/15/2022

Cuenta de Cheques Cuenta de Ahorros:

Checking

<u>Schedule of Fees and Charges</u>	
Monthly Banking Fee:	Included
ACH/EFT Fee Per Transaction	Included
Chargeback/Late Return Fee	Included
NSF Fee	Included
Account Closer Fee	Included
<u>PREMIUM DISBURSEMENT SERVICES</u>	
Wire Transfer	Included
FedEx/Overnight Next Day	Included
2 nd Day Check With Tracking	Included

Por la presente solicito y acepto establecer una cuenta de propósito especial sin intereses (la "Cuenta") con un banco ("Banco") seleccionado por EPPS, LLC y / o sus sucesores con el fin de acumular fondos para pagar dichos gastos. bienes y servicios como yo le indico a EPPS, LLC que realice. Esta aplicación está sujeta al programa de identificación de clientes del Banco, como lo exige la Ley PATRIOTA de EE. UU. Y otras leyes aplicables, y en consecuencia, declaro que la información anterior es verdadera y completa a mi leal saber y entender. La información de la cuenta bancaria proporcionada anteriormente puede estar sujeta a procesos de validación de cuenta para incluir una notación previa y un microdepósito de \$ 0.01.

Por la presente autorizo al Banco, directamente oa través de EPPS, LLC, y / o sus proveedores de servicios, a administrar la Cuenta en mi nombre (a) transfiriendo y depositando fondos periódicamente en la Cuenta, a través de cualquier medio de pago actualmente en uso, y (b) desembolsar periódicamente fondos de la Cuenta de acuerdo con las instrucciones que pueda dar ocasionalmente. Por la presente autorizo pagos de la Cuenta por los honorarios y cargos previstos en esta solicitud y en el acuerdo. Por la presente, doy permiso para que el Banco comparta información sobre la Cuenta con EPPS, LLC y cualquier otro proveedor de servicios para facilitar las transacciones que pueda iniciar que involucren a la Cuenta, y con cualquier otra parte que sea esencial para la administración de la Cuenta en mi nombre . Mi firma a continuación proporciona permiso para ser contactado por teléfono al número provisto con esta autorización. Se enviará un recordatorio de pago a su número de teléfono a través de mensajes de texto antes del pago programado anteriormente. Esta autorización permanecerá en pleno vigor y efecto hasta que presente un aviso de terminación verbal o escrito a EPPS. Cualquier notificación de este tipo, y cualquier otra notificación por escrito que se proporcione en esta Solicitud o en el Acuerdo, se enviarán a EPPS, LLC a la dirección establecida en el Acuerdo. "EPPS-Ph # 800-215-3484" aparecerá en su extracto bancario.

Firma del titular de la cuenta:



Fecha: 9/14/2022

Case 8:23-bk-10571-SC Claim 1472-1 Part 3 Filed 10/20/23 Desc Attachment 2
Page 5 of 5

Clixsign Completion Certificate



Signature Package Details

Final Status	Final Status Date	Package Title	Package ID	# of Signers
Completed	2022-09-14T17:44:16-05:00	Removed Debt - LPG - Spanish	7114458	1

Sender Information

Name	Email Address	IP Address	Sending Entity
Chris Kaps	paymentlegal@lpglaw.com	64.147.18.130	The Litigation Practice Group

Signers

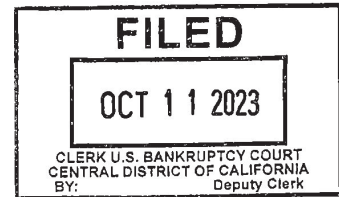
Ana Hernandez Lagunas	SIGNER 1	Email Address analau.hdez@gmail.com	User Agent Mozilla/5.0 (iPhone; CPU iPhone OS 15_5 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/15.5 Mobile/15E148 Safari/604.1	Package Opened At 2022-09-14T17:42:11-05:00
		IP Address 140.226.13.178		Signature Adopted At 2022-09-14T17:42:59-05:00
				Package Signed At 2022-09-14T17:44:16-05:00

EXHIBIT 3

EXHIBIT 4

Fill in this information to identify the case:

Debtor 1 ANTONIO R GAMBINO LPG LAW
Debtor 2 _____
(Spouse, if filing)
United States Bankruptcy Court for the: Central District of California
Case number 23-10571



Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim.

1. Who is the current creditor?	<u>ANTONIO R GAMBINO</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<u>ANTONIO GAMBINO</u> Name <u>17 Dogwood COURT</u> Number Street <u>CLIFFWOOD NJ 07021</u> City State ZIP Code Contact phone <u>347-444-5316</u> Contact email <u>Gambino6969@gmail.com</u>	 Name Number Street City State ZIP Code Contact phone _____ Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>6 2 6 2</u>
7. How much is the claim?	\$ <u>7200.00</u> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Credit card services Forgiveness</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? ☐ No ☒ Yes. Check one:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input checked="" type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. <i>Credit forgiveness</i>	\$ <u>1200⁰⁰</u>

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10 2 2023
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name ANTONIO R Gambino
First name Middle name Last name

Title _____

Company MARKET MARK
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 17 Dogwood Court
Number Street

Cliffwood 15 07721
City State ZIP Code

Contact phone 347-444-5316 Email Gambino6969@gmail.com

EXHIBIT 5

4147

UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA

Fill in the information to identify the case (Select only one Debtor per form):

☒ The Litigation Practice Group P.C. (Case No. 23-10571)

FILED

FEB 12 2024

By Omni Agent Solutions, Claims Agent
For U.S. Bankruptcy Court
Central District of California

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Carefully read instructions included with this Proof of Claim before completing. In order to have your claim considered for payment and/or voting purposes, complete ALL applicable questions.

Part 1: Identify the Claim

1. Who is the current creditor?	Aurea S. Phillip Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes From whom? Legalshield	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Aurea S.T. Phillip Name 502 Capt Cook Ave Apt 104 Number Street Honolulu Hi 96813 City State ZIP Code Contact Phone (808) 762-0608 Contact email Jalen@hawaii.rr.com Uniform claim identifier for electronic payments in chapter 13 (if you use one)	Where should payments to the creditor be sent? (if different) Name Number Street City State ZIP Code Contact Phone Contact email
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Claim Number on court claims registry (if known) Filed On MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Who made the earlier filing?	

101221-1

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Last 4 digits of the debtor's account or any number you use to identify the debtor: [REDACTED] 0440
7. How much is the claim?	\$ 20,091.28	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information To seek a full refund due unfair or deceptive act or practice	
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	The claim is secured by a lien on property Nature of property: <input type="checkbox"/> Real Estate If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: Locked in a filing cabinet. Basis for perfection: Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded). Value of Property: \$ 376,600 Amount of the claim that is secured: \$ 20,091.28 Amount of the claim that is unsecured: \$ 356,508.72 (The sum of the secured and unsecured amounts should match the amount in line 7). Amount necessary to cure any default as of the date of the petition: \$ 20,091.28 Annual Interest Rate: (when case was filed) 4.35 % <input type="checkbox"/> Fixed <input checked="" type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Identify the property: _____
12. Is this claim for the value of goods received by the debtor within 20 days before the commencement date of this case (11 U.S.C. §503(b)(9))?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Amount of 503(b)(9) Claim: \$ _____

13. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <i>Check all that apply</i> <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). <input checked="" type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5). <input checked="" type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. <small>* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.</small>	Amount entitled to priority \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
--	---	--

Part 3: Sign Below

The person completing this proof of claim must sign and date it.

FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02 09, 2024
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name Aurea S.T. Phillip
First Name Middle Name Last Name

Title Creditor

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 502 Capt Cook Ave, Apt 104
Number Street
Honolulu HI 96813
City State ZIP Code

Contact Phone 808-76200608 Email Jalen@hawaii.rr.com

Year 2020				
Date	Receiver	Amount	REF/NUMBER	Bank Notes
✓ Jan 20-2020	Coast processing	\$637.70	Electronic	American savings bank
✓ Feb 20-2020	Coast processing	\$637.70	Electronic	American savings bank
✓ Mar 20-2020	Coast processing	\$637.70	Electronic	American savings bank
✓ Apr 20/2020	Coast Processing	\$637.70	Electronic	American Savings Bank
✓ May 20/2020	Coast Processing	\$637.70	Electronic	American Savings Bank
✓ June 20,2020	Coast Processing	\$637.70	Electronic	American Savings Bank
✓ July 20,2020	Coast Processing	\$637.70	Electronic	American Savings Bank
✓ Aug 20 2020	Coast Processing	\$637.70	Electronic	American Savings Bank
✓ Sept 20,2021	Coast Processing	\$637.70	Electronic	American Savings Bank
✓ Oct 19,2021	Coast Processing	\$637.70	Electronic	American Savings Bank
✓ Nov 22/2021	Coast Processing	\$637.70	Electronic	American Savings Bank
✓ Dec 21/2021	Coast Processing	\$637.70	Electronic	American Savings Bank
		\$7,652.24		
Year 2021				
Jan 20,2021	Coast Processing	\$420.68	Electronic	American Savings Bank
Feb 20,2021	Coast Processing	\$420.68	Svs agree attch	American Savings Bank
Mar 20,2021	Coast Processing	\$420.68	Electronic	American Savings Bank
April 28,2021	Coast Processing	\$420.68	Electronic	Coast Processing/LPG reduce re
May 20,2021	Coast Processing	\$420.68	Electronic	Cost Processing
June 20,2021	ACH/LPG	\$420.68	ACH	HCFC-CREDIT UNION
July 20,2021	ACH/LPG	\$420.68	ACH	HCFC-CREDIT UNION
Aug28,2021	ACH/LPG	\$420.68	ACH	HCFC-CREDIT UNION
Sept 20,2021	ACH/LPG	\$420.68	ACH	HCFC-CREDIT UNION

Oct 19, 2021	ACH/LPG	\$420.68	ACH	HCFC-CREDIT UNION
Nov 22/2021	ACH/LPG	\$420.68	ACH	American Savings Bank
Dec 21/2021	ACH/LPG	\$420.68	Svs agree attch	American Savings Bank
		\$5,048.16		
				Y2022
1/20/2022	ACH/LPG	\$420.68	ACH	American Savings Bank
2/20/2022	ACH/LPG	\$420.68	ACH	American Savings Bank
3/20/2022	ACH/LPG	\$420.68	ACH	American Savings Bank
4/20/2022	ACH/LPG	\$420.68	ACH	American Savings Bank
5/20/2022	ACH/LPG	\$420.68	ACH	American Savings Bank
6/20/2022	ACH/LPG	\$420.68	ACH	American Savings Bank
7/20/2022	ACH/LPG	\$420.68	ACH	American Savings Bank
8/20/2022	ACH/LPG	\$420.68	ACH	American Savings Bank
9/20/2022	ACH/LPG	\$420.68	ACH	American Savings Bank
10/20/2022	ACH/LPG	\$420.68	ACH	American Savings Bank
11/20/2022	ACH/LPG	\$420.68	ACH	American Savings Bank
12/20/2022	ACH/LPG	\$420.68	ACH	American Savings Bank
	Total	\$5,048.16		
				Y2023
1/20/2023	ACH/LPG	\$420.68	ACH	American Savings Bank
2/20/2023	ACH/LPG	\$420.68	ACH	American Savings Bank
3/20/2023	ACH/LPG	\$420.68	ACH	American Savings Bank
4/20/2023	ACH/LPG	\$420.68	ACH	American Savings Bank
		\$1,682.72		
2/28/2021	Legal Plan Fee	\$600.00	1st Draft	As per agreement

	Legal Service Plan Fee	\$60.00	1st Draft	As per agreement
	Total	\$660.00		

THE CLP LEGAL SERVICES PLAN**MEMBER INFO**ENROLLMENT DATE: 02/28/2021MEMBER NAME: Aurea PhillipADDRESS: 502 Captain Cook Ave Apt 104CITY: HonoluluSTATE: HIZIP: 96813

COUNTY: _____

PHONE: _____

EMAIL: Jalen@Hawaii.rr.comMEMBER SSN: [REDACTED]

CO-CLIENT NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP: 96813

COUNTY: _____

PHONE: _____

EMAIL: _____

CO-CLIENT SSN: _____

ENROLLING/INTRODUCING COMPANY: _____

CLP LEGAL SERVICES PLAN FIRST DRAFT DATE: 02/28/2021 FIRST DRAFT AMOUNT: \$ \$ 600.00PERIODIC PAYMENTS CLP LEGAL SERVICES PLAN FEE: \$ 60.00

DATE OF RECURRING (monthly) DRAFT: 28th

*BANK NAME: AMERICAN SAVINGS BANK FSB*ROUTING #: [REDACTED]*ACCOUNT #: [REDACTED](1660.00)

ADDITIONAL INFO: _____

DRAFT AUTHORIZATION:

I, Aurea Phillip, have read and agree to the terms of this Agreement and expressly authorize Complete Legal Plan, LLC to draft both the First Draft Amount and all Periodic Payments for the CLP Legal Plan Fee until this Agreement is cancelled by either party.

A. ... D. ...

7-2020

Electronic Payment Authorization

Bank Name: AMERICAN SAVINGS BANK FSB

Name on Account: Aurea S Phillip

Account Type: Checking

____ Other (specify: _____)

Routing Number:

Account Number:

Next Payment Date: Apr 20, 2020 Amount: \$ 637.70

Recurring Payment Date: 20th

By signing below, I authorize and permit LPG or their designees, to initiate electronic funds transfer via an Automated Clearing House system (ACH) from my account listed above. I will also provide LPG with a voided check or savings deposit slip.

If necessary, LPG may make adjustments if errors have occurred during the transaction. The date of the draft is listed above, however, if the draft date falls on a weekend or bank holiday, the debit transaction will take place on the next business day. This authority will remain in effect until LPG is notified by the member in writing at least 5 days prior to the next scheduled draft date. No other forms of cancellation by member will be observed. If the debit is returned because of non-sufficient funds of uncollected funds, then the originator and its financial institution may reinitiate the entry up to two (2) times. The reversal of funds from a client's account that was drafted in error cannot be made until seven business days from the draft date. The member agrees to waive all rights of reversal or refusal of any payment on any draft that LPG may make against the member's bank account while services are performed. The member agrees with all of the provisions and conditions outlined within.

Acknowledgement of Refunds & Draft Date Changes

ACH Refunds: If a refund is due such will be made through the ACH process only if the fees were made through the ACH process. All refunds may take up to 10 days to process. In the event my EFT or draft is returned from my bank unpaid, I agree that a fee of \$25.00 or as allowed by law may be charged to my account via draft or EFT. Furthermore, I warrant that I am authorized to execute this payment authorization and the above information is true and correct. Draft Date Changes: A client may stop any ACH debit by providing written notice to LPG at least five (5) business days prior to the scheduled payment. If you should need to notify us of your intent to cancel and/or revoke this authorization you must contact us five (5) days prior to the questioned debit being initiated. Please call us at 949-229-6262 or admin@coastprocessing.com.

Client Signature:

Aurea Phillip

Date: 4/13/2020

Printed Name:

Aurea Phillip

Y-2020

11/16/23, 8:34 PM

RE: Payment Confirmation - Validation Program

From: Jalen@hawaii.rr.com
To: "payment@coastprocessing.com" <payment@coastprocessing.com>
Cc:
Bcc:
Priority: Normal
Date: Friday June 26 2020 4:38:52PM
RE: Payment Confirmation - Validation Program

I need update on my case.

From: payment@coastprocessing.com
To: Jalen@hawaii.rr.com
Cc:
Sent: Friday June 26 2020 7:40:05AM
Subject: Payment Confirmation - Validation Program

Hi Aurea,

Thank you for your \$637.70 payment on 06/22/2020.

You have now made 3 payments for a total amount of \$1913.10.

JAN
FEB
MAR

If you have any questions, please feel free to reach out to us at any time. It is a pleasure working with you Aurea.

Thank you again for choosing Coast Processing and have a wonderful day.

Coast Processing Payment Department

P.O. Box 74090

San Clemente, CA 92673

<http://coastprocessing.com>

PHONE: +1 888-410-6656

+1 949-229-6262

FAX: +1 949-415-7816



11/16/23, 8:30 PM

Friendly Reminder Payment and Documentation

From: "Coast Processing" <Admin@coastprocessing.com>

To: Jalen@hawaii.rr.com

Cc:

Bcc:

Priority: Normal

Date: Wednesday July 15 2020 2:42:05PM

Friendly Reminder Payment and Documentation

Dear Aurea,

You have an upcoming payment due on **07/20/2020** for **\$637.70**

Failed payments as described in your contract, will cause additional **\$25.00** charge on your next payment and compromise the progress made on your debts as well as all legal protections afforded to you by your attorney's representations. By contacting us at **1 (888) 410-6656** we may be able to reschedule or otherwise accommodate your payment so that you may successfully continue to receive these services and protections.

If you prefer to intentionally **Cancel** this agreement, this may also be done by calling us at **1 (888) 410-6656**.

Also if you have received any letters or documents from creditors, collection agencies or the credit bureaus (Experian, Equifax and Transunion) please make sure you forward them to us at your earliest convenience.

Thank you in advance for your assistance. We are always here to answer your questions and provide you the personalized service you deserve.

Best Regards,

Coast Processing Team

P.O. Box 74090

San Clemente, CA 92673

<http://coastprocessing.com>

PHONE: +1 888-410-6656

+1 949-229-6262

FAX: +1 949-415-7816



11/16/23, 8:29 PM

Payment Confirmation – Debt Validation Program

From: payment@coastprocessing.com
To: Jalen@hawaii.rr.com
Cc:
Bcc:
Priority: Normal
Date: Wednesday August 26 2020 7:34:19AM
Payment Confirmation – Debt Validation Program

Hi Aurea,

Thank you for your \$637.70 payment on 08/20/2020.

We are thrilled with the progress you have made with our program and look forward to seeing you succeed. If you have any questions, please feel free to reach out to us at any time. It is a pleasure working with you Aurea.

Thank you again for choosing Coast Processing and have a wonderful day.

Coast Processing Payment Department

P.O. Box 74090

San Clemente, CA 92673

<http://coastprocessing.com>

PHONE: +1 888-410-6656

+1 949-229-6262

FAX: +1 949-415-7816



11/16/23, 8:28 PM

Payment Confirmation – Debt Validation Program

From: payment@coastprocessing.com
To: Jalen@hawaii.rr.com
Cc:
Bcc:
Priority: Normal
Date: Friday September 25 2020 7:34:26AM
Payment Confirmation – Debt Validation Program

Hi Aurea,

Thank you for your \$637.70 payment on 09/21/2020.

We are thrilled with the progress you have made with our program and look forward to seeing you succeed. If you have any questions, please feel free to reach out to us at any time. It is a pleasure working with you Aurea.

Thank you again for choosing Coast Processing and have a wonderful day.

Coast Processing Payment Department

P.O. Box 74090

San Clemente, CA 92673

<http://coastprocessing.com>

PHONE: +1 888-410-6656

+1 949-229-6262

FAX: +1 949-415-7816



11/16/23, 8:01 PM

Payment Confirmation – Debt Validation Program

From: payment@coastprocessing.com
To: Jalen@hawaii.rr.com
Cc:
Bcc:
Priority: Normal
Date: Monday October 26 2020 7:34:03AM
Payment Confirmation – Debt Validation Program

Hi Aurea,

Thank you for your \$637.70 payment on 10/20/2020.

We are thrilled with the progress you have made with our program and look forward to seeing you succeed. If you have any questions, please feel free to reach out to us at any time. It is a pleasure working with you Aurea.

Thank you again for choosing Coast Processing and have a wonderful day.

Coast Processing Payment Department

P.O. Box 74090

San Clemente, CA 92673

<http://coastprocessing.com>

PHONE: +1 888-410-6656

+1 949-229-6262

FAX: +1 949-415-7816



3/23/2021

RE: Friendly Reminder – Payment and Documentation

From: Jalen@hawaii.rr.com
To: "Coast Processing" <Admin@coastprocessing.com>
Cc:
Bcc:
Priority: Normal
Date: Monday December 14 2020 9:50:47PM
RE: Friendly Reminder – Payment and Documentation

Would you be able to advise me the followings:
Total amount paid to you to date
When is this program ending
What would happens when withdrawal due inability to pay, what is the options,

Please advise

Thank you

From: "Coast Processing"
To: Jalen@hawaii.rr.com
Cc:
Sent: Monday December 14 2020 2:43:11PM
Subject: Friendly Reminder – Payment and Documentation

Dear Aurea,

This is a friendly reminder that you have an upcoming payment due on **12/21/2020 for \$637.70**

Please remember, returned payments will cause an additional \$25.00 charge on your next payment. If you are unable to complete this payment, contact us at 1 (888) 410-6656 and we will work with you to reschedule.

Also if you have received any letters or documents from creditors, collection agencies or the credit bureaus (Experian, Equifax, and Transunion) please make sure you forward them to us at your earliest convenience.

Thank you in advance for your assistance. We are always here to answer any questions that you have.

Best Regards,

Coast Processing Team with Litigation Practice Group

P.O. Box 74090

San Clemente, CA 92673

<http://coastprocessing.com>

PHONE: +1 888-410-6656

DEBT VALIDATION PROGRAM

Coast Processing Group

P.O. BOX 74090

San Clemente. CA 92673

Phone 1-888-410-6656

LPG Litigation Law Group

1351 Calle Avanzado, Suite 4

San Clements, CA 92673

Phone 949-593,0440

Payment	Amount
<u>4/20/2020</u>	<u>\$637.70</u>
✓ <u>5/20/2020</u>	<u>\$637.70</u>
<u>6/22/2020</u>	<u>\$637.70</u>
<u>7/20/2020</u>	<u>\$637.70</u>
<u>8/20/2020</u>	<u>\$637.70</u>
<u>9/21/2020</u>	<u>\$637.70</u>
<u>10/20/2020</u>	<u>\$637.70</u>
✓ <u>11/20/2020</u>	<u>\$637.70</u>
<u>12/21/2020</u>	<u>\$637.70</u>
<u>1/20/2021</u>	<u>\$637.70</u>
<u>2/22/2021</u>	<u>\$637.70</u>
<u>3/20/2021</u>	<u>\$637.70</u>
	<u>\$7,652.40</u>

\$7,652.40

4797

Schedule of Payments

I agree to this payment schedule – Client Initials: AP

Payment #	Process Date	Amount
1	Apr 20, 2020	\$637.70
2	May 20, 2020	\$637.70
3	Jun 22, 2020	\$637.70
4	Jul 20, 2020	\$637.70
5	Aug 20, 2020	\$637.70
6	Sep 21, 2020	\$637.70
7	Oct 20, 2020	\$637.70
8	Nov 20, 2020	\$637.70
9	Dec 21, 2020	\$637.70
10	Jan 20, 2021	\$637.70
11	Feb 22, 2021	\$637.70 ✓
12	Mar 22, 2021	\$637.70
13	Apr 20, 2021	\$637.70
14	May 20, 2021	\$637.70
15	Jun 21, 2021 *	\$637.70 420 Amended AP
16	Jul 20, 2021	\$637.70
17	Aug 20, 2021	\$637.70
18	Sep 20, 2021	\$637.70
19	Oct 20, 2021	\$637.70 Amended to 420
20	Nov 22, 2021	\$637.70
21	Dec 20, 2021	\$637.70
22	Jan 20, 2022	\$637.70
23	Feb 22, 2022	\$637.70
24	Mar 21, 2022	\$637.70
25	Apr 20, 2022	\$637.70
26	May 20, 2022	\$637.70
27	Jun 20, 2022	\$637.70
28	Jul 20, 2022	\$637.70
29	Aug 22, 2022	\$637.70
30	Sep 20, 2022	\$637.70
31	Oct 20, 2022	\$637.70
32	Nov 21, 2022	\$637.70
33	Dec 20, 2022	\$637.70
34	Jan 20, 2023	\$637.70
35	Feb 21, 2023	\$637.70
36	Mar 20, 2023	\$637.78

Y-2021

3/23/2021

Payment Confirmation – Debt Validation Program

From: payment@coastprocessing.com

To: Jalen@hawaii.rr.com

Cc:

Bcc:

Priority: Normal

Date: Tuesday January 26 2021 7:34:36AM

Payment Confirmation – Debt Validation Program

Hi Aurea,

✓ Your payment of \$637.70 has been processed on 01/20/2021.

We are thrilled with the progress you have made with our program and look forward to seeing you succeed. If you have any questions, please feel free to reach out to us at any time. It is a pleasure working with you Aurea.

Thank you again for choosing Coast Processing and have a wonderful day.

Coast Processing Payment Department

P.O. Box 74090

San Clemente, CA 92673

<http://coastprocessing.com>

PHONE: +1 888-410-6656

+1 949-229-6262

FAX: +1 949-415-7816



11/9/23, 10:13 PM

Re: Friendly Reminder – Payment and Documentation

Aurea Phillip

From: "Coast Processing"
To: Jalen@hawaii.rr.com
Cc:
Sent: Monday March 15 2021 2:41:01PM
Subject: Friendly Reminder – Payment and Documentation

Dear Aurea S,

This is a friendly reminder that you have an upcoming payment due on **03/22/2021 for \$637.70**

Please remember, returned payments will cause an additional \$25.00 charge on your next payment. If you are unable to complete this payment, contact us at 1 (949) 593-0440 and we will work with you to reschedule.

Also if you have received any letters or documents from creditors, collection agencies or the credit bureaus (Experian, Equifax, and Transunion) please make sure you forward them to us at your earliest convenience.

Thank you in advance for your assistance. We are always here to answer any questions that you have.

Best Regards,

Coast Processing Team with Litigation Practice Group

P.O. Box 74090

San Clemente, CA 92673

<http://coastprocessing.com>

PHONE: +1 888-410-6656

+1 (949) 593-0440

FAX: +1 949-415-7816



Electronic Funds Transfer (EFT) Authorization to Debit Bank Account

Account Owner Name: Aurea S Phillip

Social Security Number: [REDACTED]

Birth Date: [REDACTED]

Address: 502 Captain Cook Ave Apt 104

City: Honolulu

State: HI

Zip: 96813-2065

Mobile Phone #: [REDACTED]

Bank Name: AMERICAN SAVINGS BANK FSB

Routing Number: [REDACTED]

Account Number: [REDACTED]

Total Amount of Debit: \$420.68

Date of Next Debit: 04/20/2021 Checking or Saving: Checking

Schedule of Fees and Charges	
Monthly Banking Fee:	Included
ACH/EFT Fee Per Transaction	Included
Chargeback/Late Return Fee	Included
NSF Fee	Included
Account Closer Fee	Included
PREMIUM DISBURSEMENT SERVICES	
Wire Transfer	Included
FedEx/Overnight Next Day	Included
2 nd Day Check With Tracking	Included

I hereby apply for and agree to establish a non-interest bearing special purpose account (the "Account") with a bank ("Bank") selected by EPPS, LLC and/or its successors for the purpose of accumulating funds to pay for such goods and services as I so direct EPPS, LLC to perform. This application is subject to Bank's customer identification program, as required by the USA PATRIOT ACT and other applicable laws, and accordingly, I hereby represent that the above information is true and complete to the best of my knowledge and belief. The bank account information provided above may be subject to account validation processes to include pre-notation and a \$0.01 micro-deposit.

I hereby authorize Bank, directly or through EPPS, LLC, and/or its service providers, to administer the Account on my behalf by (a) periodically transferring and depositing funds to the Account, via any payment media currently in use, and (b) periodically disbursing funds from the Account pursuant to instructions that I may give from time to time. I hereby authorize payments from the Account for the fees and charges provided for in this application and in the agreement. I hereby grant permission for Bank to share information regarding the Account with EPPS, LLC and any other service provider to facilitate the transactions I may initiate that involve the Account, and with any other party that is essential to the administration of the Account on my behalf. My signature below provides permission to be contacted by phone at the number provided with this authorization. A payment reminder will be sent to your phone number via Text Messaging prior to the payment scheduled above. This authorization shall remain in full force and effect until I provide a verbal or written termination notice to EPPS. Any such notice, and any other written notice that is provided for in this Application or the Agreement, shall be sent to EPPS, LLC at the address set forth in the Agreement. "EPPS-Ph# 800-215-3484" will appear on your bank statement

Account Holder's Signature: *Aurea S Phillip*

Date: 3/26/2021

11/9/23, 10:10 PM

Payment Confirmation – Debt Resolution Program

From: payment@coastprocessing.com
To: Jalen@hawaii.rr.com
Cc:
Bcc:
Priority: Normal
Date: Wednesday May 26 2021 7:35:19AM
Payment Confirmation – Debt Resolution Program

Hi Aurea S,

Your payment of \$420.68 has been processed on 05/20/2021.

We are thrilled with the progress you have made with our program and look forward to seeing you succeed. If you have any questions, please feel free to reach out to us at any time. It is a pleasure working with you Aurea S.

Coast Processing Team with Litigation Practice Group

P.O. Box 74090

San Clemente, CA 92673

<http://coastprocessing.com>

PHONE: +1 888-410-6656

+1 949-229-6262

FAX: +1 949-415-7816



11/9/23, 10:09 PM

Payment Confirmation – Debt Resolution Program

From: payment@coastprocessing.com

To: Jalen@hawaii.rr.com

Cc:

Bcc:

Priority: Normal

Date: Monday July 26 2021 7:34:37AM

Payment Confirmation – Debt Resolution Program

Hello Aurea S,

Your payment of \$420.68 has been processed on 07/20/2021.

We are thrilled with the progress you have made with our program and look forward to seeing you succeed. If you have any questions, please feel free to reach out to us at any time. It is a pleasure working with you Aurea S.

The Litigation Practice Group PC

P.O. Box 513018

Los Angeles, CA 90051-1018

<http://Litigationpracticegroup.com>

PHONE: (949) 593-0440

FAX: +1 949-415-7816



11/9/23, 10:07 PM

Payment Confirmation – Debt Resolution Program

From: payment@coastprocessing.com
To: Jalen@hawaii.rr.com
Cc:
Priority: Normal
Date: Friday September 3 2021 7:33:55AM

Payment Confirmation – Debt Resolution Program

Hello Aurea S,

Your payment of \$420.68 has been processed on 08/26/2021

We are thrilled with the progress you have made with our program and look forward to seeing you succeed. If you have any questions, please feel free to reach out to us at any time. It is a pleasure working with you Aurea S.

The Litigation Practice Group PC

**P.O. Box 513018
Los Angeles, CA 90051-1018**

<http://Litigationpracticegroup.com>

PHONE: (949) 593-0440

FAX: +1 949-415-7816



9/24/2021

Payment Confirmation – Debt Resolution Program

From: payment@coastprocessing.com
To: Jalen@hawaii.rr.com
Cc:
Bcc:
Priority: Normal
Date: Friday September 24 2021 11:19:07AM
Payment Confirmation – Debt Resolution Program

Hello Aurea S,

Your payment of \$420.68 has been processed on 09/20/2021.

We are thrilled with the progress you have made with our program and look forward to seeing you succeed. If you have any questions, please feel free to reach out to us at any time. It is a pleasure working with you Aurea S.

The Litigation Practice Group PC

**P.O. Box 513018
Los Angeles, CA 90051-1018**

<http://Litigationpracticegroup.com>

PHONE: (949) 593-0440

FAX: +1 949-415-7816

**LG | LITIGATION
PRACTICE GROUP**

11/9/23, 9:58 PM

Payment Confirmation – Debt Resolution Program

From: "Payment Department" <paymentdept@lpglaw.com>
To: Jalen@hawaii.rr.com
Cc:
Bcc:
Priority: Normal
Date: Tuesday October 26 2021 12:39:10PM
Payment Confirmation – Debt Resolution Program

Hello Aurea S,

Your payment of \$420.68 has been processed on 10/20/2021.

We are thrilled with the progress you have made with our program and look forward to seeing you succeed. If you have any questions, please feel free to reach out to us at any time. It is a pleasure working with you Aurea S.

The Litigation Practice Group PC

**P.O. Box 513018
Los Angeles, CA 90051-1018**

<http://Litigationpracticegroup.com>

PHONE: (949) 593-0440

FAX: +1 949-415-7816



Dec 14, 2021

SUPER DRFT DEPOSIT

Deposit

~~✓ \$1000.00~~
\$3,116.07

Dec 13, 2021

ACH/Miller Terrace

ACH

~~✓ \$615.28~~
\$2,116.07

Dec 1, 2021

ACH/GHURA

ACH

~~✓ \$1800.00~~
\$2,731.35

Nov 30, 2021

SHARE DIVIDEND

DIVIDEND

~~✓ \$0.12~~
\$931.35

Nov 22, 2021

ACH/LPG

ACH

~~✓ -\$420.68~~
\$931.23

Nov 19, 2021

Amazon Prime*GF01R8T

Debit Card

~~✓ \$13.08~~
\$1,351.91

Nov 12, 2021

ACH/Miller Terrace

ACH

~~✓ \$615.28~~
\$1,364.99

Nov 5, 2021

ACH/CAPITAL ONE

ACH

~~✓ \$29.47~~
\$1,980.27

Nov 4, 2021

FOODLAND ONLINE #65

Debit Card

~~✓ \$198.93~~
\$2,009.74

CHECK 00000125

Check

~~✓ \$39.44~~
\$2,208.67

Nov 3, 2021

E-Signature Completion Certificate



Your Document Was Successfully Signed!

Congratulations, your document(s) was successfully signed. Please find details below related to your e-signature submission.

Signing Details

Document ID
3767470

Document Title
EFT

Sender IP Address
64.58.180.246

Number Of Signers
1

Signer Email
Jalen@hawaii.rr.com

Signer IP Address
98.150.247.184

Timestamp
2021-04-27T11:24:48-05:00

Document MD5 Hash
d41d8cd98f00b204e9800998ecf8427e

Document Audit

- ✓ Sent at 2021-04-27T11:19:42-05:00 from IP 64.58.180.246
- ✓ Delivered to Jalen@hawaii.rr.com at 2021-04-27T11:23:44-05:00 from 98.150.247.184
- ✓ Adopted Signature at 2021-04-27T11:24:05-05:00 from 98.150.247.184
- ✓ Completed Signing at 2021-04-27T11:24:47-05:00 from 98.150.247.184
- ✓ PDF Generated at 2021-04-27T11:24:48-05:00

Sending Agent
Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/90.0.4430.93
Safari/537.36

address set forth in the Agreement.

"EPPS-Ph# 800-215-3484" will appear on your bank statement

Account Holder's Signature: Aurora S Phillip (Electronic)
(Electronic)

Date: 4/27/2021

Electronic Funds Transfer (EFT) Authorization to Debit Bank Account

Account Owner Name: Aurea S Phillip

Social Security Number: [REDACTED]

Birth Date: [REDACTED]

Address: 502 Captain Cook Ave Apt 104

City: Honolulu

State: HI

Zip: 96813-2065

Mobile Phone #: [REDACTED]

Bank Name: AMERICAN SAVINGS BANK FSB

Routing Number: [REDACTED]

Account Number: [REDACTED]

Total Amount of Debit: \$420.68

Date of Next Debit: 04/20/2021 Checking or Saving: Checking

Schedule of Fees and Charges	
Monthly Banking Fee:	Included
ACH/EFT Fee Per Transaction	Included
Chargeback/Late Return Fee	Included
NSF Fee	Included
Account Closer Fee	Included
PREMIUM DISBURSEMENT SERVICES	
Wire Transfer	Included
FedEx/Overnight Next Day	Included
2 nd Day Check With Tracking	Included

I hereby apply for and agree to establish a non-interest bearing special purpose account (the "Account") with a bank ("Bank") selected by EPPS, LLC and/or its successors for the purpose of accumulating funds to pay for such goods and services as I so direct EPPS, LLC to perform. This application is subject to Bank's customer identification program, as required by the USA PATRIOT ACT and other applicable laws, and accordingly, I hereby represent that the above information is true and complete to the best of my knowledge and belief. The bank account information provided above may be subject to account validation processes to include pre-notation and a \$0.01 micro-deposit.

I hereby authorize Bank, directly or through EPPS, LLC, and/or its service providers, to administer the Account on my behalf by (a) periodically transferring and depositing funds to the Account, via any payment media currently in use, and (b) periodically disbursing funds from the Account pursuant to instructions that I may give from time to time. I hereby authorize payments from the Account for the fees and charges provided for in this application and in the agreement. I hereby grant permission for Bank to share information regarding the Account with EPPS, LLC and any other service provider to facilitate the transactions I may initiate that involve the Account, and with any other party that is essential to the administration of the Account on my behalf. My signature below provides permission to be contacted by phone at the number provided with this authorization. A payment reminder will be sent to your phone number via Text Messaging prior to the payment scheduled above. This authorization shall remain in full force and effect until I provide a verbal or written termination notice to EPPS. Any such notice, and any other written notice that is provided for in this Application or the Agreement, shall be sent to EPPS, LLC at the address set forth in the Agreement. "EPPS-Ph# 800-215-3484" will appear on your bank statement

Account Holder's Signature: *Aurea S Phillip*

Date: 3/26/2021

THE CLP LEGAL SERVICES PLAN

MEMBER INFO

ENROLLMENT DATE: 02/28/2021

MEMBER NAME: Aurea Phillip

ADDRESS: 502 Captain Cook Ave Apt 104

CITY: Honolulu STATE: HI

ZIP: 96813 COUNTY: _____

PHONE: _____ EMAIL: Jalen@Hawaii.rr.com

MEMBER SSN: [REDACTED]

CO-CLIENT NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____

ZIP: 96813 COUNTY: _____

PHONE: _____ EMAIL: _____

CO-CLIENT SSN: _____

ENROLLING/INTRODUCING COMPANY: _____

CLP LEGAL SERVICES PLAN FIRST DRAFT DATE: 02/28/2021 FIRST DRAFT AMOUNT: \$ 600.00

PERIODIC PAYMENTS CLP LEGAL SERVICES PLAN FEE: \$ 60.00

DATE OF RECURRING (monthly) DRAFT: 28th

*BANK NAME: AMERICAN SAVINGS BANK FSB

*ROUTING #: [REDACTED] *ACCOUNT #: [REDACTED] (660.00)

ADDITIONAL INFO: _____

DRAFT AUTHORIZATION:

I, Aurea Phillip, have read and agree to the terms of this Agreement and expressly authorize Complete Legal Plan, LLC to draft both the First Draft Amount and all Periodic Payments for the CLP Legal Plan Fee until this Agreement is cancelled by either party.

Signature Aurea Phillip 2/23/2021

DEBT VALIDATION PROGRAM

<u>Coast Processing Group</u>	<u>Payment</u>	<u>Amount</u>
<u>P.O. BOX 74090</u>	<u>4/20/2020</u>	<u>\$637.70</u>
<u>San Clemente. CA 92673</u>	✓ <u>5/20/2020</u>	<u>\$637.70</u>
<u>Phone 1-888-410-6656</u>	<u>6/22/2020</u>	<u>\$637.70</u>
	<u>7/20/2020</u>	<u>\$637.70</u>
<u>LPG Litigation Law Group</u>	<u>8/20/2020</u>	<u>\$637.70</u>
<u>1351 Calle Avanzado, Suite 4</u>	<u>9/21/2020</u>	<u>\$637.70</u>
<u>San Clements, CA 92673</u>	<u>10/20/2020</u>	<u>\$637.70</u>
<u>Phone 949-593,0440</u>	✓ <u>11/20/2020</u>	<u>\$637.70</u>
	<u>12/21/2020</u>	<u>\$637.70</u>
	<u>1/20/2021</u>	<u>\$637.70</u>
	<u>2/22/2021</u>	<u>\$637.70</u>
	<u>3/20/2021</u>	<u>\$637.70</u>
		<u>\$7,652.40</u>
		(1797)

February 18, 2021

Aurea Phillip
502 Captain Cook Avenue Apt 104
Honolulu CA 96813

Coast Processing
P O Box 74090
San Clemente CA 92675
Fax Number: 949 415 7816

My Correspondance
on 2/18/2021
To cancel my
account due
non payment
from Coast/LSC

To whom it may concern,

Effective immediately I want to cancel my program and any and all future debits from my checking account, and I want a full refund of the fees that I have paid in.

The Federal Trade Commission issued a final ruling regarding debt relief services on October 27, 2010. Based on that ruling I am entitled to withdraw at any time without penalty, and receive all unearned provider fees and savings within seven business days.

If my refund is not received within seven days, I will file a complaint with my state Attorney General Clare E. Connors, with state Attorney General Xavier Becerra, with the FTC Chairman Joseph Simons and with the Better Business Bureau.

Sincerely,


Aurea Phillip

3/23/2021

'Introducing The Validation Program with Litigation Practice Group

From: "Anthony Ramirez" <admin@coastprocessing.com>
To: alen@hawaii.rr.com
Cc:
Bcc:
Priority: Normal
Date: Wednesday, April 15 2020 5:58:15PM
Introducing The Validation Program with Litigation Practice Group

Hello Aurea,

I am writing you to introduce the Validation Program. I am a Coast Processing Team Member and we work directly with the attorneys at The Litigation Practice Group. My team and I will be working with you over these next months to invalidate your debts with the creditors and collection agencies to restore your credit.

Our goal is to invalidate the debts with the original creditor first. We do this by sending dispute packets from the attorney to the creditors, requesting the necessary documentation that gives them the right to collect on your accounts. The creditors will have time to respond with this documentation. However, it has been in our experience that many of these creditors will fail to respond with such documentation. Once the creditor has failed to produce this documentation, we will send letters from the attorney to the credit bureaus informing them that this debt has been deemed invalid and request that all the derogatory marks associated with those accounts be taken off of the credit report. This will raise your credit score.

In some cases, after the dispute packets have been sent, the original creditor will have the documentation that is necessary to collect on your accounts. When this occurs, we will have to wait for the debt to be sold off to a collection agency. This generally does not take too long, due to some months of delinquent payments. Once a collection agency has bought a debt, we will send the dispute packet to the collection agency retained by the creditor to dispute the validity through them. We are much more likely to invalidate a debt with a collection agency rather than the original creditor because collection agencies buy debt at a fraction of the cost and do not purchase the data (documentation) that comes with it. Invalidating a debt once it has arrived to collections is typically easier to do, but we will exhaust every option to invalidate the debts with the creditors and collection agencies as quickly as we can. This process takes about 12-24 months on average to see finalized results. Again, once the collection agency has failed to produce the necessary documentation required to collect on an account, we will send the letters to the credit bureaus to get those derogatory marks off of your credit report to raise your score.

Firstly, for this program to work, our clients choose to stop making payments to their creditors. Secondly, please be looking out for any letters, notices, or phone calls you may get from collection agencies that have bought your debts. Some creditors will sell debts off faster than others and we will not know where the accounts have gone until they call you. Once they call you, or you receive a letter from them, please be sure to send a copy of the letter and get that information over to us at the contact email address found below or our fax number. Once we've received the information about the collection agency that has obtained your account, we can send that agency a dispute packet as quickly as possible to invalidate the debt through them.

Depending on the state that the creditor or collection agency resides in there is a statute of limitation that applies, meaning that if we invalidate the debts and get them off of your credit report, a collection agency could potentially call you for the remainder of the statute of limitation and try to request payment on the debts. You simply need to call us and let us know who is calling you, and your attorney Daniel March will contact them and explain that the debt has been

<https://webmail.spectrum.net/mail>

1/2

From: "Administration LPG" <administration@lpglaw.com>
To: "Jalen@hawaii.rr.com" <Jalen@hawaii.rr.com>
Cc:
Bcc:
Priority: Normal
Date: Friday February 3 2023 8:10:07PM
Re: Congratulations on your Transition to Oakstone Legal Group!

Hello Jalen,

With this transition you will not be starting over. OLG will pick right up where we left off.

From: Jalen@hawaii.rr.com <Jalen@hawaii.rr.com>
Sent: Thursday, February 2, 2023 7:39 PM
To: Administration LPG <administration@lpglaw.com>
Subject: RE: Congratulations on your Transition to Oakstone Legal Group!

I signed a contract with the LPG group. My payment is almost completed. To start over is not an option for me.

From: "Administration LPG"
To:
Cc:
Sent: Thursday February 2 2023 2:13:35PM
Subject: Congratulations on your Transition to Oakstone Legal Group!

Dear Valued Client -

I am writing to inform you of a transition in the legal services you are receiving from my firm, Litigation Practice Group, to a law firm I know and trust, Oakstone Law Group ("OLG"). After careful consideration, I have decided to transfer your file in order to ensure that you receive the best possible legal services in the industry. This law firm, which is larger and more experienced in the area of consumer rights, is also based in California and has expertise fighting the largest banks and creditors in the nation. Its reputation has been built by attorneys across the country with a combined experience of more than 100 years of providing legal services to clients of all types. This transition will allow OLG, whose attorneys I have worked with multiple times during my career, to manage your account and continue to provide a high level of service to you throughout your debt resolution process.

Based on a negotiation I managed to complete, the terms of your agreement will remain the same, and you will not be required to pay anything more than what was agreed in your contract. All of your payments have been credited, and your monthly payment will remain the same amount and will be taken on the same day. The length of your program and contract are also the same. To be clear, your payment, the length of your program, and the services that you are offered will remain exactly the same and comes with a guarantee that if your debts are not resolved at the conclusion of your program, you will receive a full refund of the fees paid toward such debts. Just as with Litigation Practice Group, OLG will represent you in any lawsuit filed against you without any additional cost to you.

This transfer will be completed today, on Thursday, February 2nd, and a representative from OLG will reach out to you to welcome you to their law firm. I wish you the best of luck and success in completion of your journey to being debt free.

From: Jalen@hawaii.rr.com
To: "Administration LPG" <administration@lpglaw.com>
Cc:
Bcc:
Priority: Normal
Date: Saturday February 4 2023 12:36:39PM
Re: Congratulations on your Transition to Oakstone Legal Group!

As per my contract with you the duration of my payments end April 2023. Please confirm your understanding. I do not want to transfer to another entity and start all over again. Two months more to go is just around the corner and I'm anxiously looking forward to see the day. \$420.68 is heavy for one that has no job.

Thank you

Aurea

From: "Administration LPG"
To: "Jalen@hawaii.rr.com"
Cc:
Sent: Friday February 3 2023 8:10:07PM
Subject: Re: Congratulations on your Transition to Oakstone Legal Group!

Hello Jalen,

With this transition you will not be starting over. OLG will pick right up where we left off.

From: Jalen@hawaii.rr.com <Jalen@hawaii.rr.com>
Sent: Thursday, February 2, 2023 7:39 PM
To: Administration LPG <administration@lpglaw.com>
Subject: RE: Congratulations on your Transition to Oakstone Legal Group!

I signed a contract with the LPG group. My payment is almost completed. To start over is not an option for me.

From: "Administration LPG"
To:
Cc:
Sent: Thursday February 2 2023 2:13:35PM
Subject: Congratulations on your Transition to Oakstone Legal Group!

Dear Valued Client -

I am writing to inform you of a transition in the legal services you are receiving from my firm, Litigation Practice Group, to a law firm I know and trust, Oakstone Law Group ("OLG"). After careful consideration, I have decided to transfer your file in order to ensure that you receive the best possible legal services in the industry. This law firm, which is larger and more experienced in the area of consumer rights, is also based in California and has expertise fighting the largest banks and creditors in the nation. Its reputation has been built by attorneys across the country with a combined experience of more than 100 years of providing legal services to clients of all types.

11/9/23, 10:09 PM

The Litigation Practice Group Account Transition

From: "LPG Law" <Support@LPGLaw.com>
To: Jalen@hawaii.rr.com
Cc:
Bcc:
Priority: Normal
Date: Tuesday July 20 2021 5:43:24PM
The Litigation Practice Group Account Transition

Dear Aurea S,

We are thrilled to announce that The Litigation Practice Group has taken over all processing of your accounts. All functions previously performed by Coast Processing are now being performed exclusively by LPG. We will work closely with you to make this transition smooth and convenient as we know that our success is dependent upon your success. The goal of this transition is to ensure the highest level of customer service throughout your journey in resolving your debt. Through combined efforts LPG now offers:

- Licensed attorneys in all 50 states and the District of Columbia.
- Nationally recognized law firm that specializes in debtors' rights and debt resolution.
- Customer service that is overseen and managed by licensed attorneys.
- Direct interactions with attorneys and paralegals.
- Counseling on your legal rights and how to manage your debt.
- Assistance in stopping creditors and debtor collectors from harassing you.

With this merger we are deploying additional tools to assist clients with their journey through our program, including a new Client Portal and Mobile App. These tools will allow you to better manage your account and more easily access information.

Please contact us if you have any questions regarding this transition or your program in general. Thank you again for trusting us with your legal representation. Our new contact information is:

The Litigation Practice Group PC

P.O. Box 513018

Los Angeles, CA 9051-1018

Tel: 949-715-0644

Fax: 949-315-4332

Email: support@LPGLaw.com

Regards,

Daniel S. March



[unsubscribe](#)

From: admin@coastprocessing.com
To: Jalen@hawaii.rr.com
Cc:
Priority: Normal
Date: Wednesday April 15 2020 6:00:11PM

①

Coast Processing Contact Information

Dear Aurea,

Thank you so much for enrolling in our Debt Validation Program . We are very excited to be working with you. Please find our contact information below:

Emails:

Admin@Coastprocessing.com

Phone numbers:

1(888) 410-6656

1(949) 229-6262

Fax:

1(949) 415-7816

Mailing Address:

P.O. Box 74090

San Clemente, CA 92673

We appreciate your time and thank you again for your business.

Best regards,

Coast Processing Team

P.O. Box 74090

San Clemente, CA 92673

<http://coastprocessing.com>

PHONE: +1 888-410-6656

✓

Scanned 11/16/23

(1)

2/23/2021

Re: FW: Notice of Account Sold

From: "Coast Processing" <admin@coastprocessing.com>
To: Jalen@hawaii.rr.com
Cc:
Bcc:
Priority: Normal
Date: Thursday January 28 2021 3:43:13PM
Re: FW: Notice of Account Sold

These are collection letters stating that your debt has been placed with another collection agency. our office will start to communicate with them instead of the original creditor

Best Regards,

Coast Processing Team

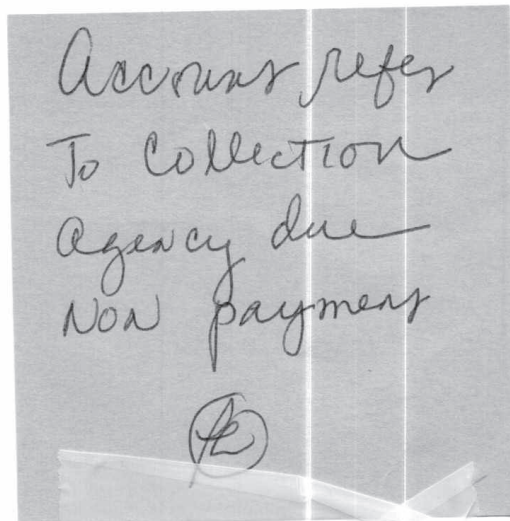
**Po Box 74090
San Clemente, CA 92673**

<http://coastprocessing.com>

PHONE: +1 888-410-6656

+1 949-229-6262

FAX: +1 949-415-7816



On Wed, Jan 27, 2021 at 6:29 PM <Jalen@hawaii.rr.com> wrote:

Please pass on this email just rec'd today. If am not mistaken one of the account that you currently handle.
Please advise next step.

Thank you

From: "LendingPoint-NoReply"
To: "jalen@hawaii.rr.com"
Cc:
Sent: Wednesday January 27 2021 10:21:31AM
Subject: Notice of Account Sold



3/23/2021

Re: FW: Notice of Account Sold

NOTICE OF ACCOUNT SOLD

Customer(s): Aurea Phillip

Account #: [REDACTED]

Dear Aurea Phillip:

While we wish we could have come to a more positive resolution, this letter is to provide notice that your loan account LAI-00141121 has been sold to Collins Asset Group, LLC, effective 1/27/2021.

LendingPoint will not service your account or collect your payments moving forward. LendingPoint will stop accepting payments received from you on 1/27/2021.

Collins Asset Group, LLC, or its agent, will service your account and contact you directly regarding resolution of your account balance after 1/27/2021.

For any inquiries regarding your account after this date, please refer to Collins Asset Group, LLC contact information below.

Collins Asset Group, LLC:

Collins Asset Group, LLC
5725 Hwy. 290 W., Suite 103
Austin, TX 78735
888-275-2588 - Fax: 512-382-9576
info@collinsassetgroup.com
8 AM TO 5 PM ET

3/23/2021

P282

Re: FW: Notice of Account Sold

Regards,

James Holder

Director, Collections

jholder@lendingpoint.com

1201 Roberts Blvd, Suite 200 Kennesaw, GA 30144

This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.

1) WAS NOT INFORM THAT THIS PROCESS WILL EFFECT MY CREDIT SCORES BIG TIME
(AS WE SPEAK I M UNABLE TO RE-FINANCE A LOAN OR GET A LOAN AS A RESULTS.

2) NO COMMUNICATION VIA EMAIL OR PHONE TO INFORM OF WHAT ACCOUNTS HAS WRITES-OFF

3) MARCH 2 SETUP AN APPOINTMENT, NO ONE SHOWED UP, OR AT LEAST ADVISE ME THAT THE APPOINTMENT IS CANCELLED.

4) THERE WERE 6-ACCOUNTS AND NON OF THE ACCOUNTS WERE UPDATED,

4 OF THE ACCOUNTS ARE IN PROCESS TO BE CLOSED OR WORKED OUT BY MYSEL

✓ A) SYNCBAMAZON - CLOSE TO PAYING OFF

✓ B) CAPITAL ONE - PAID OFF

✓ C) DISCOVER - NEGOTIATED WITH RATE AND WILL HANDLE PAYMENT DUE DISCOVER HELP

WHAT REALLY LEFT FOR COAST IS THREE ACCOUNTS

LENDING POINT

BARLAYS

CHASE

3 coast
3 me

I COMMUNICATED VIA PHONE TO COAST ON MARCH 1 AND TO FOLLOW UP ON MARCH 2
WHEN I GOT CHANCE TO DO CONFERENCE WITH THEM.

MARCH 16, I COMMUNICATED ABOUT THE CLOSURE AND TO CLOSE ACCOUNT BY MARCH 22 IF
NO COMMUNICATION. 1 WEEK.

*How much \$ collected + what happen to it,
I have right to know.*

\$637 is a lots of money →

4 MONTH NON Payment - No payment, NO COMMUNICATION

*(Breach of Contract) ONLY process NOT
specification*

74 years old
** Discover*

November 12, 2023

The Validation Program
Coast Processing/LPG The Litigation Practice Group
Recollection with Date of Sequences:

April 15, 2020

Received a letter from Anthony Ramirez of
Admin@Coastprocessing.com welcoming me into the Debt Validation
Program with Litigation Practice Group.

April 20, 2020

Electronic funds with American Savings Bank check was process with
@649.75 withdrawal on every 20th of each month to include Legal
Services Agreement:
Validated from April 2020 to Dec 2020 @ \$637.70/\$7,653.24

February 23, 2021

LA100141121 was sold to a third party, apparently, was a Collection
agency, Collins Asset Group, LLC. Every month they send letters to me.
What I believed to be helpful was bow brich of contract by LPG &
Coast Processing, I did contacted Collins Asset group and inquired ab
on how much LBG has paid them on my behalf. According Margo
Martin, only 2x and they stopped.

March 1, 2021

Communicated was made via phone with the LPG group & was not
informed that the process would effect my credit scores & disabling me
to get a loan. Conference postponed until March 2.

March 2, 2021

No one showed up on the conference.

March 16, 2021

Requested adjustment from \$637.70 to \$420.68 monthly to begin April
2021. I could not carry the load any further. Electronic with American
Savings Bank was re-adjusted.

There are 6-accounts under the Debt Validation Program

- 1) Lending Point @(L100141121) 21,015.00/LPG

2) Barclay @ 12,224.00/ LPG

3) JPMCB Chase @3,807.00 / LPG

4) SYNCBANK @ 1,194.00 paid off

5) Capital One @1,084.00 paid off

6) Discovery @10,929.00 paid off

*I paid off debts
LPG / cust not paying*

**I had paid off the rest except for Lending Point, Chase & JPMCB
None of the account were negotiated or paid off. Remain intact.**

EXHIBIT 5
PAGE 86

DL

~~09/11/21~~ ~~SCAND~~

Y-2023

Jan 20, 2023

ACH/LPG 949-229-6262
ACH-\$420.68
\$131.00 >

Jan 11, 2023

ACH/LPG 949-229-6262
ACH-\$420.68
\$2,183.92 >

Feb 17, 2023

ACH/Mission Lane Vis
ACH-\$250.00
\$2,604.60 >

Mar 20, 2023

ACH/MONTHLYLEGALSVS
ACH-\$420.60
\$477.02 >

\$1,148.60

Apr 21, 2022

ACH/LPG
ACH-\$420.68
\$1,171.63 >

Apr 20, 2022

CHECK 0000138

EXHIBIT 6

Fill in this information to identify the case:

Debtor 1	The Litigation Practice Group P.C.
Debtor 2	
(Spouse, if filing)	
United States Bankruptcy Court	Central District of California
Case number:	23-10571

FILED
U.S. Bankruptcy Court
Central District of California
9/21/2023

Kathleen J. Campbell, Clerk

**Official Form 410
Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	Litigation Prac. Grp/Phoenix Law Grp/Morning Law Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom?	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? Litigation Prac. Grp/Phoenix Law Grp/Morning Law Name 3347 Michelson Drive Suite 400 Irvine, CA 92612 Contact phone 2036908448 Contact email kizzy_toniej@yahoo.com Uniform claim identifier for electronic payments in chapter 13 (if you use one):	Where should payments to the creditor be sent? (if different) 478 Soundview Ave, 2 Name 06615 Stratford, CT 06615 Contact phone 2036908448 Contact email jeffrey_deen@yahoo.com
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing?	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<div style="display: flex; align-items: flex-start;"><div style="flex: 1;"><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____</div><div style="flex: 1; border-left: 1px solid black; padding-left: 10px; min-height: 20px;"></div></div>
7. How much is the claim?	<div style="display: flex; align-items: flex-start;"><div style="flex: 1;"><div style="display: flex; align-items: center;">\$<div style="border-bottom: 1px solid black; flex-grow: 1; text-align: center;">3717.17</div></div></div><div style="flex: 1; border-left: 1px solid black; padding-left: 10px;">Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). <div style="border-bottom: 1px solid black; min-height: 20px;"></div></div></div>
8. What is the basis of the claim?	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).</p> <p>Limit disclosing information that is entitled to privacy, such as healthcare information.</p> <p>The Litigation Practice group filed for bankruptcy and was sold. Before this my account and data was transferred.</p> <div style="border-bottom: 1px solid black; min-height: 20px;"></div>
9. Is all or part of the claim secured?	<div style="display: flex; align-items: flex-start;"><div style="flex: 1;"><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ <div style="border-bottom: 1px solid black; min-height: 20px;"></div> Basis for perfection: <div style="border-bottom: 1px solid black; min-height: 20px;"></div> Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <div style="display: flex; align-items: center;"><input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div></div><div style="flex: 1; border-left: 1px solid black; padding-left: 10px; min-height: 400px;"></div></div>
10. Is this claim based on a lease?	<div style="display: flex; align-items: flex-start;"><div style="flex: 1;"><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____ <div style="border-bottom: 1px solid black; min-height: 20px;"></div></div><div style="flex: 1; border-left: 1px solid black; padding-left: 10px; min-height: 20px;"></div></div>
11. Is this claim subject to a right of setoff?	<div style="display: flex; align-items: flex-start;"><div style="flex: 1;"><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____ <div style="border-bottom: 1px solid black; min-height: 20px;"></div></div><div style="flex: 1; border-left: 1px solid black; padding-left: 10px; min-height: 20px;"></div></div>

3

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Check all that apply:	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$	
	<input type="checkbox"/> Up to \$3,350 * of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$	
	<input checked="" type="checkbox"/> Wages, salaries, or commissions (up to \$15,150 *) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$	3717.17
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$	
	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$	
	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies	\$	
* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.			

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:

- ☐ I am the creditor.
☒ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 9/21/2023
MM / DD / YYYY

/s/ Avadeen C Duckworth
Signature

Print the name of the person who is completing and signing this claim:

Name Avadeen C Duckworth

Title
First name Middle name Last name

Company

Address Identify the corporate servicer as the company if the authorized agent is a servicer
478 Soundview Ave,

Number Street
Stratford, CT

City State ZIP Code
Contact phone Email

EXHIBIT 7

UNITED STATES OF AMERICA IN RE: DEBTOR'S PETITION FOR REORGANIZATION UNDER CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE

Fill in the information to identify the case. Select only one Debtor per form.

☐ The Litigation Practice Group P.C. (Case No. 23-10571)

Official Form 410

Proof of Claim

11-11-2020

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense or a fee according to 11 U.S.C. §§ 503, 504, 505, 506, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. The date is on the notice of bankruptcy Form 1001 that you received.

Carefully read instructions included with this Proof of Claim before completing. In order to have your claim considered for payment and/or voting purposes, complete ALL applicable questions.

Part 1 Identify the Claim

1 Who is the current creditor?

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2 Was this claim been acquired from someone else?

☐ No

☐ Yes

From whom? Law offices of Weber & Olcese

3 Where should notices and payments to the creditor be sent?

☐ Federal Rule of
Bankruptcy Procedure
(2002(g))

Where should notices to the creditor be sent?

Deborah J Antal

Name

P.O.Box 3006

Number Street

Birmingham Mi 48012

City

State

ZIP Code

Contact Phone 800-594-5239

Contact email

Where should payments to the creditor be sent? If different?

Deborah Antal

Name

6500 Western street

Number Street

VanBuren Twps Mi 48111

City

State

ZIP Code

Contact Phone 313-740-6755

Contact email

antaldeborah@yahoo.com

☐ Inform claim identifier for electronic payments in chapter 13 (if you use one)

4 Does this claim amend one already filed?

☐ No

☒ Yes

Claim Number on court claims registry (if known) 22-6099GC

Filed on 12/02/2022
MM / DD / YYYY

5 Do you know if anyone else has filed a proof of claim for this claim?

☒ No

☐ Yes

Who made the earlier filing?

571 - 100308 ER

Part 1 Give Information About the Claim as of the Date the Case was Filed

1 Do you have any number you use to identify the debtor?		<input type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>5003</u>
2 How much is the claim?		<input type="checkbox"/> Does this amount include interest or other charges? <input type="checkbox"/> No <input type="checkbox"/> Yes Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).	
3 What is the basis of the claim?		Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information Credit Card. was told not to worry now garnished my wages	
4 Is all or part of the claim secured?		<input type="checkbox"/> No <input type="checkbox"/> Yes The claim is secured by a lien on property Nature of property <input type="checkbox"/> Real Estate If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: <u>n/a</u> Basis for perfection Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded. Value of Property \$ _____ Amount of the claim that is secured \$ <u>n/a</u> Amount of the claim that is unsecured \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7). Amount necessary to cure any default as of the date of the petition \$ <u>n/a</u> Annual Interest Rate (when case was filed) <u>n/a</u> <input type="checkbox"/> Fixed <input type="checkbox"/> Variable	
5 Is the claim based on a lease?		<input type="checkbox"/> No <input type="checkbox"/> Yes Amount necessary to cure any default as of the date of the petition \$ _____	
6 Is the claim subject to a right of setoff?		<input type="checkbox"/> No <input type="checkbox"/> Yes Identify the property: _____	
7 Is the claim for the value of goods received by the debtor in 90 days before the commencement date of this case 11 USC § 541(c)(2)?		<input type="checkbox"/> No <input type="checkbox"/> Yes Amount of 503(b)(9) Claim: \$ _____	

11 Is all or part of the claim entitled to priority under 11 U.S.C. §§ 541 and 542?	<input type="checkbox"/> No <input type="checkbox"/> Yes <i>Check all that apply</i>	Amount entitled to priority
<p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p>	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
	<input type="checkbox"/> Up to \$3,350 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
	<input checked="" type="checkbox"/> Wages, salaries, or commissions (up to \$15,150) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	25% of earnings \$ _____
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
	<input type="checkbox"/> Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5).	\$ _____
	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____
Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.		

Part 11 Sign electronically																																											
<p>The person completing this is proof of claim must sign and date it</p> <p>FRP 11</p> <p>If you file this claim electronically, 11 U.S.C. § 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.</p> <p>A person who files a fraudulent claim could be fined up to \$10,000 and imprisoned for up to 5 years or both.</p> <p>11 U.S.C. §§ 1111 and 1112</p>	<p><i>Check the appropriate box:</i></p> <p><input type="checkbox"/> I am the creditor.</p> <p><input type="checkbox"/> I am the creditor's attorney or authorized agent.</p> <p><input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.</p> <p><input checked="" type="checkbox"/> I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.</p> <p><input type="checkbox"/> I understand that an authorized signature on this <i>Proof of Claim</i> serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.</p> <p><input type="checkbox"/> I have examined the information in this <i>Proof of Claim</i> and have a reasonable belief that the information is true and correct.</p> <p><input type="checkbox"/> I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed on date 01/31/2024 MM / DD / YYYY</p> <p>Signature: </p> <p>Print the name of the person who is completing and signing this claim</p> <table border="0" style="width: 100%;"><tr><td style="width: 33%;">Name</td><td style="width: 33%;">First Name</td><td style="width: 33%;">Middle Name</td><td style="width: 33%;">Last Name</td></tr><tr><td></td><td colspan="3">owner of the debt</td></tr><tr><td>Title</td><td colspan="3"></td></tr><tr><td>Company</td><td colspan="3"></td></tr><tr><td colspan="4" style="font-size: small;">Identify the corporate servicer as the company if the authorized agent is a servicer.</td></tr><tr><td>Address</td><td colspan="3">6500 Western Street</td></tr><tr><td></td><td>Number</td><td>Street</td><td></td></tr><tr><td></td><td colspan="3">Van buren Twps Mi 48111</td></tr><tr><td></td><td>City</td><td>State</td><td>ZIP Code</td></tr><tr><td>Contact Phone</td><td>313-740-6755</td><td>Email</td><td>antaldeborah@yahoo.com</td></tr></table>			Name	First Name	Middle Name	Last Name		owner of the debt			Title				Company				Identify the corporate servicer as the company if the authorized agent is a servicer.				Address	6500 Western Street				Number	Street			Van buren Twps Mi 48111				City	State	ZIP Code	Contact Phone	313-740-6755	Email	antaldeborah@yahoo.com
Name	First Name	Middle Name	Last Name																																								
	owner of the debt																																										
Title																																											
Company																																											
Identify the corporate servicer as the company if the authorized agent is a servicer.																																											
Address	6500 Western Street																																										
	Number	Street																																									
	Van buren Twps Mi 48111																																										
	City	State	ZIP Code																																								
Contact Phone	313-740-6755	Email	antaldeborah@yahoo.com																																								

EXHIBIT 8

4308

UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA

Fill in the information to identify the case (Select only one Debtor per form):

☒ The Litigation Practice Group P.C. (Case No. 23-10571)

FILED

FEB 15 2024

By Omni Agent Solutions, Claims Agent
For U.S. Bankruptcy Court
Central District of California

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Carefully read instructions included with this Proof of Claim before completing. In order to have your claim considered for payment and/or voting purposes, complete ALL applicable questions.

Part 1: Identify the Claim

1. Who is the current creditor?	Cesar E. Adame Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____		
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes From whom? _____		
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Cesar Efren Adame Name 3502 66th Dr. Number Street Lubbock Tx 79413 City State ZIP Code Contact Phone 806-239-3579 Contact email Cadame450@gmail.com Uniform claim identifier for electronic payments in chapter 13 (if you use one) _____	Where should payments to the creditor be sent? (if different) Name Number Street City State ZIP Code Contact Phone Contact email	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Claim Number on court claims registry (if known) _____ Filed On _____ MM / DD / YYYY		
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Who made the earlier filing? _____		

101076-1 AD

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>7669</u>
7. How much is the claim?	\$ <u>\$10,942.02</u>	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information <u>Money withdrawn from account with no assistance of program through LPG</u>	
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	The claim is secured by a lien on property Nature of property: <input type="checkbox"/> Real Estate If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded). Value of Property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7). Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate: (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Identify the property: _____
12. Is this claim for the value of goods received by the debtor within 20 days before the commencement date of this case (11 U.S.C. §503(b)(9))?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Amount of 503(b)(9) Claim: \$ _____

13. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> No	
	<input checked="" type="checkbox"/> Yes	Check all that apply
	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
	<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
	<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
	<input type="checkbox"/> Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5).	\$ _____
<input checked="" type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ \$10,942.02	

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3:	Sign Below														
The person completing this proof of claim must sign and date it. FRBP 9011(b). If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is. A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.	<p>Check the appropriate box:</p> <p><input checked="" type="checkbox"/> I am the creditor.</p> <p><input type="checkbox"/> I am the creditor's attorney or authorized agent.</p> <p><input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.</p> <p><input type="checkbox"/> I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.</p> <p>I understand that an authorized signature on this <i>Proof of Claim</i> serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.</p> <p>I have examined the information in this <i>Proof of Claim</i> and have a reasonable belief that the information is true and correct.</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed on date _____ MM / DD / YYYY</p> <p>_____ Signature</p> <p>Print the name of the person who is completing and signing this claim:</p> <table border="0"><tr><td>Name</td><td>Cesar</td><td>Efren</td><td>Adame</td></tr><tr><td></td><td>First Name</td><td>Middle Name</td><td>Last Name</td></tr></table> <p>Title _____</p> <p>Company _____ Identify the corporate servicer as the company if the authorized agent is a servicer.</p> <p>Address 3502 66th Dr Number Street</p> <table border="0"><tr><td>Lubbock</td><td>Tx</td><td>79413</td></tr><tr><td>City</td><td>State</td><td>ZIP Code</td></tr></table> <p>Contact Phone 806-239-3579 Email Cadame450@gmail.com</p>	Name	Cesar	Efren	Adame		First Name	Middle Name	Last Name	Lubbock	Tx	79413	City	State	ZIP Code
Name	Cesar	Efren	Adame												
	First Name	Middle Name	Last Name												
Lubbock	Tx	79413													
City	State	ZIP Code													

Official Form 410

Instructions for Proof of Claim

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- Fill in all of the information about the claim as of the date the case was filed.
- Fill in the caption at the top of the form.
- If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- Attach any supporting documents to this form.
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)
Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
- Do not attach original documents because attachments may be destroyed after scanning.
- If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.

- A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth. See Bankruptcy Rule 9037.
- For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian. For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form or go to the court's PACER system (www.pacer.psc.uscourts.gov) to view the filed form.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate.
11 U.S.C. § 503.

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. §506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Uniform claim identifier: An optional 24-character identifier that some creditors use to facilitate electronic payment.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Do not file these instructions with your form.

Cesar Adame

From: Cesar Adame <cadame450@gmail.com>
Sent: Tuesday, February 13, 2024 12:06 PM
To: Cesar Adame
Subject: LPG (Litigation Practice Group)

WARNING: This message was sent from outside the City of Lubbock's email system.

It could contain harmful attachments or links to harmful web pages.

Hello, my name is Cesar Efren Adame. I was a client of LPG. I just wanted to whomever is receiving these documents to know the following.

I was introduced to the LPG program on Feb of 2020. I spoke to a senior consultant from Coastal Processing who identified himself as Colby Lenoue, with the phone number being 858-221-9153 ext 1041. He was able to talk to me about the program where my credit cards could be settled to a lower amount, which were due. I liked the plan, so I signed to their 18-month monthly program where my bank would be debited for payments of 635.58. there were 5 credit cards placed on the program.

- 1.Capital One- [REDACTED]
- 2.Capital One- [REDACTED]
- 3.Citi- [REDACTED]
- 4.Paypal- [REDACTED]
- 5.Capital One- [REDACTED]

I was legally sued and had a judgment against me served for all five credit cards. I attempted to notify LPG, and they ignored my request and the forms that I submitted. My e-mails are attached, but do not show the actual print of what I submitted. Due to desperation of not getting a response from LPG, I was able to settle prior to court appearance for Citi- [REDACTED] amount 4,196 and Capital One [REDACTED] for amount 216.98. I am currently making payments to Resurgent for a settled price of 2,924.57 for PayPal- [REDACTED]

The two remaining Capital One- 9257 with a bal of 12,041.17 and Capital One [REDACTED] with a bal of 6,818.62 are reported in my Credit Report as collections.

I paid for services that were not provided, and the end result was that my credit score was significantly demolished, and I was sued. I am seeking justice and fairness in all that LPG has put me through. I have submitted the required documents for my case regarding LPG (Litigation Practice Group)

Keith C. Owens (Bar No 184841)
Nicholas A. Koffroth (Bar No. 287854)
FOX ROTHSCHILD LLP
10250 Constellation Blvd., Suite 900
Los Angeles, CA 90067
Telephone: (310) 598-4150
Facsimile: (310) 556-9828
kowens@foxrothschild.com
nkoffroth@foxrothschild.com

D. Edward Hays (Bar No. 162507)
Laila Masud (Bar No. 311731)
MARSHACK HAYS WOOD LLP
870 Roosevelt
Irvine, CA 92620
Telephone: (949) 333-7777
Facsimile: (949) 333-7778
ehays@marshackhays.com
lmasud@marshackhays.com

Counsel For Official Committee of Unsecured Creditors *Counsel For Chapter 11 Trustee*

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION**

In re:

THE LITIGATION PRACTICE GROUP,
P.C.,

Debtor.

Chapter 11

Case No. 8:23-bk-10571-SC

**NOTICE OF BAR DATE FOR FILING
PROOFS OF CLAIM**

General Bar Date

Date: February 23, 2024
Time: 4:00 p.m. (prevailing Pacific Time)

**TO ALL CREDITORS AND INTEREST HOLDERS OF THE LITIGATION
PRACTICE GROUP P.C.:**

PLEASE TAKE NOTICE that, on January 2, 2024, the United States Bankruptcy Court for the Central District of California entered an Order [Docket No. 804]¹ setting the following deadlines to file proofs of claim against the bankruptcy estate of The Litigation Practice Group P.C. ("Debtor"):

General Bar Date	February 23, 2024, at 4:00 p.m. prevailing Pacific Time (the " <u>General Bar Date</u> ") is the deadline for all persons and entities, <i>including governmental units</i> (as that term is defined in § 101(27)), holding a secured claim, unsecured priority, or unsecured non-priority claim against the Debtor arising (or deemed to arise) before the March 20, 2023, Petition Date (each, a " <u>General Claim</u> "). ²
-------------------------	---

¹ Unless otherwise defined, all capitalized terms have the definitions set forth or referenced in the Order.

² Parties subject to the General Bar Date include, but are not limited to: (a) any Person or Entity whose claim against the Debtor is not listed in the Debtor's Schedules, or is listed as "contingent,"

Rejection Bar Date	For claims relating to the rejection of an executory contract or unexpired lease (a " <u>Rejection Claim</u> "), the later of (i) the General Bar Date; and (ii)(a) the date set forth in an order authorizing the Debtor to reject such contract or lease pursuant to § 365 (including any order confirming a plan in the Bankruptcy Case), or (b) if no specific date is set forth, thirty (30) days from the date the rejection order (the " <u>Rejection Bar Date</u> ").
Chapter 5 Bar Date	For claims arising from the avoidance of a transfer under chapter 5 of the Bankruptcy Code (a " <u>Chapter 5 Claim</u> "), the later of (i) the General Bar Date; and (ii) thirty (30) days after the date of entry of the judgment avoiding the transfer (the " <u>Chapter 5 Bar Date</u> ").

PLEASE TAKE FURTHER NOTICE that the Court has approved two different types of claim forms. *First*, all holders of General Claims that are not Consumer Claimants (defined below), holders of Rejection Claims, and holders of Chapter 5 Claims must utilize Official Form 410 for the submission of Proofs of Claim (the "General Claim Form"). *Second*, in light of the unique issues facing the Debtor's consumer creditors (the "Consumer Claimants") who assert claims arising from or related to their attorney-client relationship with the Debtor (the "Consumer Claims"), the Court has authorized a unique claim form (the "Consumer Claim Form") with additional information that may be helpful to Consumer Claimants in completing their proof of claim. Consumer Claimants, however, can use either the Consumer Claim Form or the General Claim Form. Consumer Claimants may, but are not required, to file a proof of claim using the Consumer Claim Form if they have already timely filed a proof of claim using the General Claim Form.

PLEASE TAKE FURTHER NOTICE that each General Claim Form or Consumer Claim Form, including supporting documentation, must be submitted in person, by courier service, overnight delivery, hand delivery, or United States mail *so as to be actually received* by Omni on or before the applicable Bar Date at the following address:

The Litigation Practice Group P.C. Claims Processing
c/o Omni Agent Solutions
5955 De Soto Ave., Suite 100
Woodland Hills, CA 91367

Additionally, Claim Forms may be submitted electronically using the interface available on the website maintained by Omni in this Bankruptcy Case, <https://omniagentsolutions.com/LPG> *so as to be actually received* by Omni on or before the applicable Bar Date. **Claim Forms sent by**

"unliquidated," or "disputed," if such Person or Entity desires to share in any distribution in the Bankruptcy Case; (b) any Person or Entity who believes that their claim is improperly classified in the Schedules or is listed in an incorrect amount and who desires to have their claim allowed in a different classification or amount other than that identified in the Schedules; (c) any Person or Entity holding an interest in the Debtor (an "Interest Holder"), which interest is based upon the ownership of: (i) a membership interest in a limited liability company; (ii) common or preferred stock in a corporation; or (iii) warrants or rights to purchase, sell or subscribe to such a security or interest (any such security or interest being referred to herein as an "Interest"); (d) any Person or Entity holding a claim that arises out of or relates to the ownership or purchase of an Interest, including claims arising out of or relating to the sale, issuance or distribution of the Interest; and (e) any current or former officer, director, or manager of the Debtor for claims based on indemnification, contribution, or reimbursement.

facsimile, telecopy, electronic mail, or other form of electronic submissions will not be accepted.

PLEASE TAKE FURTHER NOTICE that you can obtain a copy of the General Claim Form and the Consumer Claim Form by visiting <https://omniagentsolutions.com/LPG>. Consumer Claimants should also receive a copy of the Consumer Claim Form by email. Holders of General Claims that are not Consumer Claims can also find a copy of the General Claim Form on the Bankruptcy Court's web site at <http://www.cacb.uscourts.gov>. If you have any questions about how to obtain a Claim Form, please contact Omni by (i) emailing LPginquiries@omniagt.com or (ii) calling (888) 741-4582 (U.S. and Canada toll free) and (747) 226-5672; however, **you must seek your own legal counsel if you would like advice on whether or how to complete the Claim Form.**

PLEASE TAKE FURTHER NOTICE that you **are not** required to submit a Claim Form by the applicable Bar Date if you fall within the below categories:

- a. any Person or Entity that already has filed a signed proof of claim against the Debtor with the Clerk of the Court or with the Chapter 11 Trustee's claims and noticing agent, Omni, in a form substantially similar to Official Form 410;
- b. any Person or Entity whose claim is listed on the Schedules if: (i) the claim is not scheduled as any of "disputed," "contingent," or "unliquidated;" and (ii) such Person or Entity agrees with the amount, nature, and priority of the claim as set forth in the Schedules;
- c. any Person or Entity whose claim has previously been allowed by order of the Court;
- d. any Person or Entity whose claim has been paid in full by the Debtor or the Chapter 11 Trustee pursuant to the Bankruptcy Code or in accordance with an order of the Court or otherwise paid in full by the Debtor or any other party;
- e. any Person or Entity holding a claim for which a separate deadline is fixed by this Court;
- f. claims of professionals retained pursuant to orders of the Court who assert administrative claims for fees and expenses subject to the Court's approval pursuant to §§ 328, 330, 331, 363, and 503(b) or 28 U.S.C. § 156(c) (collectively, the "Professional Claims"); and
- g. any Person or Entity holding a claim payable to the Court or the United States Trustee Program pursuant to 28 U.S.C. § 1930, including, for the avoidance of doubt, any administrative claims asserted by the U.S. Trustee for statutory fees required to be paid by the Debtor's estate.

PLEASE TAKE FURTHER NOTICE THAT FAILURE OF A CREDITOR OR INTEREST HOLDER TO FILE A PROOF OF CLAIM ON OR BEFORE THE DEADLINE MAY RESULT IN DISALLOWANCE OF THE CLAIM OR INTEREST, OR SUBORDINATION UNDER THE TERMS OF A PLAN OF LIQUIDATION, WITHOUT FURTHER NOTICE OR HEARING. 11 U.S.C. § 502(b)(9). CREDITORS MAY WISH TO CONSULT AN ATTORNEY TO PROTECT THEIR RIGHTS.

DATED this 23rd day of January 2024.

FOX ROTHSCHILD LLP

By: /s/ Nicholas A. Koffroth
Keith C. Owens (Bar No. 184841)
Nicholas A. Koffroth (Bar No. 287854)
Constellation Place
10250 Constellation Blvd., Suite 900
Los Angeles, California 90067
Counsel for the Committee

MARSHACK HAYS WOOD LLP

By: /s/ D. Edward Hays
D. Edward Hays (Bar No. 162507)
Laila Masud (Bar No. 311731)
870 Roosevelt
Irvine, California 92620
General Counsel for Chapter 11 Trustee

DDA PUR DAIRY QUEE DAIRY QUEEN #14375 LUBBOCK TX	- \$17.50 \$1,141.15	: :
FEB 28 2020		
HEARTLAND FINANC AP ACH HEARTLAND FINANCIAL USA	+ \$87.50 \$1,158.65	: :
FEB 27 2020		
ATMOS ENERGY SGL UTIL PYMT CESAR ADAME 003046044018	- \$83.26 \$1,071.15	: :
FEB 26 2020		
DDA PUR SQ *THE BA SQ *THE BARBER'S LO LUBBOCK TX	- \$45.00 \$1,154.41	: :
FEB 25 2020		
COAST 9492296262 4627401158 Cesar Adame	- \$635.58 \$1,199.41	: :
FEB 25 2020		
DDA PUR SLING.COM SLING.COM 8883886210 CO	- \$47.63 \$1,834.99	: :
FEB 24 2020		
DDA PUR APPLE.COM/ APPLE.COM/BILL 866-712-7753	- \$0.99 \$1,882.62	: :
FEB 24 2020		
DDA PUR MARKET STR MARKET STREET LUBBOCK TX #5773	- \$60.51 \$1,883.61	: :
FEB 24 2020		
DDA PUR UNITED EXP UNITED EXPRESS LUBBOCK TX #5773	- \$33.62 \$1,944.12	: :
FEB 24 2020		
DDA PUR MARKET STR MARKET STREET LUBBOCK TX #5773	- \$38.81 \$1,977.74	: :
FEB 24 2020		



HOME

TRANSFER
FUNDSSEND MONEY
WITH ZELLE®DEPOSIT A
CHECK

MENU

DDA PUR CHISM 8 CHISM 8 LUBBOCK TX #5773	- \$23.53 \$2,699.17	: :
MAR 25 2020		
DDA PUR SLING.COM SLING.COM 8883886210 CO	- \$47.63 \$2,722.70	: :
MAR 25 2020		
DDA PUR METROPCS M 12920 SE 38TH STREE BELLEVUE WA	- \$160.00 \$2,770.33	: :
MAR 25 2020		
DDA PUR MARKET STR MARKET STREET LUBBOCK TX #5773	- \$9.38 \$2,930.33	: :
MAR 25 2020		
DDA PUR MARKET STR MARKET STREET LUBBOCK TX #5773	- \$19.85 \$2,939.71	: :
MAR 24 2020		
COAST 9492296262 4627401158 Cesar Adame	- \$635.58 \$2,959.56	: :
MAR 24 2020		
DDA PUR SQ *ARRIZO SQ *ARRIZOLA'S Lubbock TX #5773	- \$30.00 \$3,595.14	: :
MAR 24 2020		
DDA PUR MARKET STR MARKET STREET LUBBOCK TX #5773	- \$27.55 \$3,625.14	: :
MAR 23 2020		
DDA PUR APPLE.COM/ APPLE.COM/BILL 866-712-7753	- \$0.99 \$3,652.69	: :
MAR 23 2020		
DDA PUR YOURSCOREA YOURSCOREANDMORE.CO 866-	- \$1.00 \$3,653.68	: :



HOME

TRANSFER
FUNDSSEND MONEY
WITH ZELLE®DEPOSIT A
CHECK

MENU

DDA PUR WAL-MART # 4215	- \$58.68	:
SOUTH LOOP 289 LUBBOCK TX	\$1,212.47	:
APR 27 2020		
DDA PUR WM SUPERCE WM	- \$66.86	:
SUPERCENTER # LUBBOCK TX	\$1,271.15	:
APR 27 2020		
DDA PUR TARGET TARGET	- \$69.34	:
00000 LUBBOCK TX #5773	\$1,338.01	:
APR 24 2020		
DDA PUR WAL-MART # 11415	- \$102.03	:
QUAKER AVENUE LUBBOCK TX	\$1,407.35	:
APR 24 2020		
HEARTLAND FINANC AP ACH	+ \$43.75	:
HEARTLAND FINANCIAL USA	\$1,509.38	:
APR 23 2020		
COAST 9492296262	- \$635.58	:
4627401158 Cesar Adame	\$1,465.63	:
APR 23 2020		
DDA PUR APPLE.COM/	- \$0.99	:
APPLE.COM/BILL 866-712-7753	\$2,101.21	:
APR 23 2020		
DDA PUR WILD WEST WILD	- \$71.18	:
WEST HARLEY DA LUBBOCK TX	\$2,102.20	:
APR 23 2020		
DDA PUR MARKET STR MARKET	- \$29.54	:
STREET LUBBOCK TX #5773	\$2,173.38	:
APR 23 2020		
DDA PUR DIONS WT1 DIONS	- \$35.56	:
WT1 LUBBOCK TX #5773	\$2,202.92	:
APR 22 2020		



HOME

TRANSFER
FUNDSSEND MONEY
WITH ZELLE®DEPOSIT A
CHECK

MENU






FUNDS TRANSFER VIA ONLINE #	\$851.38	:
MAY 28 2020		
LPL/EZ-PAY UTILITYPMT CESAR	- \$325.00	:
0001182	\$1,151.38	:
MAY 28 2020		
DDA PUR AMAZON.COM	- \$61.99	:
AMAZON.COM SEATTLE WA	\$1,476.38	:
MAY 27 2020		
DDA PUR UNITED EXP UNITED	- \$20.04	:
EXPRESS LUBBOCK TX #5773	\$1,538.37	:
MAY 27 2020		
DDA PUR SLING.COM	- \$47.63	:
SLING.COM 8883886210 CO	\$1,558.41	:
MAY 27 2020		
VENMO CASHOUT CESAR	+ \$400.00	:
ADAME 3528510470	\$1,606.04	:
MAY 26 2020		
COAST 9492296262	- \$635.58	:
4627401158 Cesar Adame	\$1,206.04	:
MAY 26 2020		
DDA PUR SXM*SIRIUS	- \$22.07	:
SXM*SIRIUSXM.COM/AC 888-	\$1,841.62	:
MAY 26 2020		
DDA PUR MARKET STR MARKET	- \$24.38	:
STREET LUBBOCK TX #5773	\$1,863.69	:
MAY 26 2020		
DDA PUR DIONS WT1 DIONS	- \$36.97	:
WT1 ECOMM LUBBOCK TX	\$1,888.07	:
MAY 26 2020		
DDA PUR CMG/IACC-P	- \$25.00	:



HOME

TRANSFER
FUNDSSEND MONEY
WITH ZELLE®DEPOSIT A
CHECK

MENU

AUTO P LUBBOCK TX #5773	\$18,999.73	:
JUN 26 2020		
HEARTLAND FINANC AP ACH	+ \$43.75	:
HEARTLAND FINANCIAL USA 1/7-	\$19,064.83	:
JUN 26 2020		
CITY OF LUBBOCK PAYROLL	+ \$1,479.76	:
ADAME, CESAR EFREN	\$19,021.08	:
JUN 25 2020		
DDA PUR SLING.COM	- \$47.63	:
SLING.COM 8883886210 CO	\$17,541.32	:
JUN 25 2020		
TMHP HIPP CESAR ADAME	+ \$487.15	:
025742512062020	\$17,588.95	:
JUN 24 2020		
DEPOSIT	+ \$16,406.68	:
	\$17,101.80	:
JUN 23 2020		
COAST 9492296262	- \$635.58	:
4627401158 Cesar Adame	\$695.12	:
JUN 23 2020		
LPL/EZ-PAY UTILITYPMT CESAR E	- \$350.00	:
ADAME 7969924	\$1,330.70	:
JUN 22 2020		
DDA PUR Roku for D Roku for	- \$7.56	:
Disney Ele 8162728107 DE	\$1,680.70	:
JUN 22 2020		
DDA PUR THE HOME D 2615	- \$107.17	:
50TH STREET LUBBOCK TX	\$1,688.26	:
JUN 22 2020		
DDA PUR WMA SUPERCE WMA	\$704.51	:
 HOME	 TRANSFER FUNDS	 SEND MONEY WITH ZELLE®
 DEPOSIT A CHECK	 MENU	

DDA PUR COVENANT H	- \$49.41	:
COVENANT HEALTH-ADM	\$2,980.24	:
JUL 24 2020		
DDA PUR GRACE MED GRACE	- \$100.00	:
MED CENTER 888-747-2455 GA	\$3,029.65	:
JUL 24 2020		
DDA PUR VISION AFF VISION	- \$179.00	:
AFFILIATES LUBBOCK TX #5773	\$3,129.65	:
JUL 24 2020		
HEARTLAND FINANC AP ACH	+ \$92.50	:
HEARTLAND FINANCIAL USA I/5-	\$3,308.65	:
JUL 24 2020		
CITY OF LUBBOCK PAYROLL	+ \$1,560.70	:
ADAME, CESAR EFREN	\$3,216.15	:
JUL 23 2020		
COAST 9492296262	- \$635.58	:
4627401158 Cesar Adame	\$1,655.45	:
JUL 23 2020		
DDA PUR O'REILLY A O'REILLY	- \$45.94	:
AUTO P LUBBOCK TX #5773	\$2,291.03	:
JUL 23 2020		
DDA PUR THE UPS ST THE UPS	- \$21.53	:
STORE #4212 LUBBOCK TX	\$2,336.97	:
JUL 23 2020		
DDA PUR MARKET STR MARKET	- \$74.89	:
STREET LUBBOCK TX #5773	\$2,358.50	:
JUL 23 2020		
TMHP HIPP CESAR ADAME	+ \$487.15	:
025742512072020	\$2,433.39	:
JUL 23 2020		



HOME

TRANSFER
FUNDSSEND MONEY
WITH ZELLE®DEPOSIT A
CHECK

MENU

← BACK TO HOME

FREE CHECKING W/ ...

Last Updated: July 17, 2023 10:50 AM

\$965.50

Current Balance

\$741.75

Available Balance

Transactions Details & Settings



AUG 25 2020

COAST 9492296262	- \$635.58	⋮
4627401158 Cesar Adame	\$788.55	⋮

AUG 25 2020

ATMOS ENERGY SGL UTIL PYMT	- \$42.46	⋮
CESAR ADAME 003046044018	\$1,424.13	⋮

AUG 25 2020

DDA PUR SLING.COM	- \$47.63	⋮
SLING.COM 8883886210 CO	\$1,466.59	⋮

AUG 24 2020

CAPITAL ONE ONLINE PMT	- \$200.00	⋮
Adame L Maria	\$1,514.22	⋮



HOME



TRANSFER
FUNDS



SEND MONEY
WITH ZELLE®



DEPOSIT A
CHECK



MENU

OCT 27 2020		
DDA PUR WALMART GR	- \$168.45	:
WALMART GROCERY	\$659.18	:
OCT 26 2020		
DDA PUR SLING.COM	- \$47.63	:
SLING.COM 8883886210 CO	\$827.63	:
OCT 26 2020		
DDA PUR 195 BRAUMS 195	- \$14.70	:
BRAUMS STORE LUBBOCK TX	\$875.26	:
OCT 26 2020		
DDA PUR WALMART GR	- \$48.04	:
WALMART GROCERY	\$889.96	:
OCT 26 2020		
DDA PUR DAIRY QUEE 6925	- \$17.93	:
UNIVERSITY. LUBBOCK TX	\$938.00	:
OCT 23 2020		
COAST 9492296262	- \$635.58	:
4627401158 Cesar Adame	\$955.93	:
OCT 23 2020		
DDA PUR MARKET STR MARKET	- \$39.95	:
STREET 543 LUBBOCK TX #5773	\$1,591.51	:
OCT 22 2020		
DDA PUR Roku for D Roku for	- \$7.56	:
Disney Ele 8162728107 DE	\$1,631.46	:
OCT 22 2020		
DDA PUR MARKET STR MARKET	- \$4.56	:
STREET 502 LUBBOCK TX #5773	\$1,639.02	:
OCT 22 2020		
DDA PUR MARKET STR MARKET	- \$45.47	:
STREET 502 LUBBOCK TX #5773	\$1,643.58	:



HOME

TRANSFER
FUNDSSEND MONEY
WITH ZELLE®DEPOSIT A
CHECK

MENU

11:13  88%		
MART #0945 LUBBOCK TX	\$3,060.42	•
NOV 25 2020		
DDA PUR WM SUPERCE WM	- \$7.07	•
SUPERCENTER #945 806-793-	\$3,089.45	•
NOV 25 2020		
DDA PUR GRACE MED GRACE	- \$112.04	•
MED CENTER 888-747-2455 GA	\$3,096.52	•
NOV 25 2020		
DDA PUR Prime Vide Prime	- \$4.32	•
Video*4W22K9U 888-802-3080	\$3,208.56	•
NOV 25 2020		
PAYROLL PAYROLL ADAME,	+ \$1,479.76	•
CESAR EFREN XXXXX7669	\$3,212.88	•
NOV 24 2020		
COAST 9492296262	- \$635.58	•
4627401158 Cesar Adame	\$1,733.12	•
NOV 24 2020		
DDA PUR WAL-MART # WAL-	- \$30.16	•
MART #0945 LUBBOCK TX	\$2,368.70	•
NOV 23 2020		
DDA PUR Roku for D Roku for	- \$7.56	•
Disney Ele 8162728107 DE	\$2,398.86	•
NOV 23 2020		
DDA PUR THE HOME D 2615	- \$168.04	•
50TH STREET LUBBOCK TX	\$2,406.42	•
NOV 23 2020		
DDA PUR WM SUPERCE WM	- \$384.18	•
SUPERCENTER # LUBBOCK TX	\$2,574.46	•
NOV 23 2020		
DDA PUR MARKET STR MARKET	- \$86.33	•
 HOME	 TRANSFER FUNDS	 SEND MONEY WITH ZELLE®
 DEPOSIT A CHECK	 MENU	

11:13	   88%			
DDA PUR PAYPAL CO PAYPAL	- \$25.69	:		
*CODE 3 FIRE 4029357733 CA	\$1,156.16	:		
DEC 24 2020				
DDA PUR eBay O*06- eBay	- \$35.99	:		
O*06-06296-639 San Jose CA	\$1,181.85	:		
DEC 24 2020				
IB TFR TO 001011019179	- \$900.00	:		
FUNDS TRANSFER VIA ONLINE #	\$1,217.84	:		
DEC 23 2020				
COAST 9492296262	- \$635.58	:		
4627401158 Cesar Adame	\$2,117.84	:		
DEC 23 2020				
DDA PUR THE HOME D 2615	- \$62.08	:		
50TH STREET LUBBOCK TX	\$2,753.42	:		
DEC 23 2020				
DDA PUR Wal-Mart S 0861 WAL-	- \$44.27	:		
SAMS LUBBOCK (SOUT TX	\$2,815.50	:		
DEC 23 2020				
DDA PUR CHICK-FIL- CHICK-FIL-	- \$22.70	:		
A #03622 LUBBOCK TX #5773	\$2,859.77	:		
DEC 23 2020				
PAYROLL PAYROLL ADAME,	+ \$1,479.77	:		
CESAR EFREN XXXXX7669	\$2,882.47	:		
DEC 22 2020				
DDA PUR Roku for D Roku for	- \$7.56	:		
Disney Ele 8162728107 DE	\$1,402.70	:		
DEC 22 2020				
TMHP HIPPI CESAR ADAME	+ \$487.15	:		
025742512122020	\$1,410.26	:		
DEC 21 2020				
<hr/>				
				
HOME	TRANSFER FUNDS	SEND MONEY WITH ZELLE®	DEPOSIT A CHECK	MENU










JAN 29 2021		
DDA PUR GRACE MED GRACE	- \$100.00	:
MED CENTER 888-747-2455 GA	\$1,603.06	:
JAN 27 2021		
DDA PUR MI PANADER MI	- \$10.64	:
PANADERIA LUBBOCK TX #5773	\$1,703.06	:
JAN 25 2021		
COAST 9492296262	- \$635.58	:
4627401158 Cesar Adame	\$1,713.70	:
JAN 25 2021		
DDA PUR SLING.COM	- \$47.63	:
SLING.COM 8883886210 CO	\$2,349.28	:
JAN 25 2021		
DDA PUR MARKET STR MARKET	- \$62.23	:
STREET 502 LUBBOCK TX #5773	\$2,396.91	:
JAN 25 2021		
DDA PUR AMERICAN AMERICAN	- \$268.40	:
8004337300 TX #5773	\$2,459.14	:
JAN 25 2021		
DDA PUR Prime Vide Prime	- \$6.48	:
Video*SH92N77 888-802-3080	\$2,727.54	:
JAN 25 2021		
DDA PUR ALLIANZ TR ALLIANZ	- \$30.35	:
TRAVEL INS 8006285404 VA	\$2,734.02	:
JAN 25 2021		
DDA PUR SQ *OFF TH SQ *OFF	- \$25.00	:
THE TOP HEA Lubbock TX #5773	\$2,764.37	:
JAN 22 2021		
DDA PUR Roku for D Roku for	- \$7.56	:
Dienou Ele 81627728107 DE	\$2,789.27	:



HOME

TRANSFER
FUNDSSEND MONEY
WITH ZELLE®DEPOSIT A
CHECK

MENU

11:16    88% 		
SLING.COM 8883886210 CO		\$5,347.21
FEB 25 2021		
IB TFR FR 009968191701 FUNDS	+ \$5,000.00	:
TRANSFER VIA ONLINE #	\$5,394.84	:
FEB 24 2021		
DDA PUR LUBBOCK UT 1301	- \$300.00	:
BROADWAY LUBBOCK TX #5773	\$394.84	:
FEB 24 2021		
DDA PUR THE SEWING THE	- \$36.00	:
SEWING CENTER LUBBOCK TX	\$694.84	:
FEB 23 2021		
COAST 9492296262	- \$552.51	:
4627401158 Cesar Adame	\$730.84	:
FEB 23 2021		
ATMOS ENERGY SGL UTIL PYMT	- \$128.28	:
CESAR ADAME 003046044018	\$1,283.35	:
FEB 23 2021		
DDA PUR SAVAGE TAV SAVAGE	- \$62.90	:
TAVERN LUBBOCK TX #5773	\$1,411.63	:
FEB 22 2021		
VENMO PAYMENT CESAR	- \$20.00	:
ADAME 5307000476	\$1,474.53	:
FEB 22 2021		
STATE FARM RO 27 SFPP CESAR	- \$89.00	:
ADAME 08 5 0438096608	\$1,494.53	:
FEB 22 2021		
DDA PUR Roku for D Roku for	- \$7.56	:
Disney Ele 8162728107 DE	\$1,583.53	:
FEB 22 2021		
DDA PUR SIFAPI AVST	- \$27.04	:
    		
HOME TRANSFER SEND MONEY DEPOSIT A MENU		

SLING.COM 8883886210 CO	\$748.19	*
MAR 25 2021		
DDA PUR SQ *HANK'S SQ	- \$12.76	:
*HANK'S CHICKEN LUBBOCK TX	\$795.82	:
MAR 25 2021		
IB TFR FR 009968191701 FUNDS	+ \$500.00	:
TRANSFER VIA ONLINE #	\$808.58	:
MAR 24 2021		
DDA PUR CAST IRON CAST IRON	- \$9.73	:
GRILL LUBBOCK TX #5773	\$308.58	:
MAR 24 2021		
DDA PUR THE HOME D THE	- \$120.32	:
HOME DEPOT #682 LUBBOCK	\$318.31	:
MAR 23 2021		
ATMOS ENERGY SGL UTIL PYMT	- \$137.05	:
CESAR ADAME 003046044018	\$438.63	:
MAR 23 2021		
COAST 9492296262	- \$552.51	:
4627401158 Cesar Adame	\$575.68	:
MAR 23 2021		
DDA PUR THE HOME D THE	- \$80.21	:
HOME DEPOT 6827 LUBBOCK	\$1,128.19	:
MAR 23 2021		
DDA PUR THE HOME D THE	- \$174.43	:
HOME DEPOT #682 LUBBOCK	\$1,208.40	:
MAR 22 2021		
CHECKING WITHDRAWAL	- \$1,970.26	:
	\$1,382.83	:
MAR 22 2021		
DDA PUR Roku for D Roku for	- \$7.56	*



HOME

TRANSFER
FUNDSSEND MONEY
WITH ZELLE®DEPOSIT A
CHECK

MENU

APR 26 2021		
VENMO PAYMENT CESAR	- \$20.00	:
ADAME 1013329589630	\$2,054.24	:
APR 26 2021		
DDA PUR SLING.COM	- \$47.63	:
SLING.COM 8883886210 CO	\$2,074.24	:
APR 26 2021		
DDA PUR ABUELOS LU	- \$100.92	:
ABUELOS LUBBOCK LUBBOCK	\$2,121.87	:
APR 26 2021		
DDA PUR METROPCS M 12920	- \$120.00	:
SE 38TH STREE BELLEVUE WA	\$2,222.79	:
APR 23 2021		
COAST 9492296262	- \$552.51	:
4627401158 Cesar Adame	\$2,342.79	:
APR 23 2021		
DDA PUR TEAM NATIO TEAM	- \$2,244.00	:
NATIONAL INC 9545842151 FL	\$2,895.30	:
APR 23 2021		
HEARTLAND FINANC AP ACH	+ \$80.00	:
HEARTLAND FINANCIAL USA	\$5,139.30	:
APR 23 2021		
IB TFR FR 003000012991 FUNDS	+ \$2,100.00	:
TRANSFER VIA ONLINE #	\$5,059.30	:
APR 22 2021		
DDA PUR Roku for D Roku for	- \$7.56	:
Disney Ele 8162728107 DE	\$2,959.30	:
APR 22 2021		
DDA PUR PAYPAL *BE PAYPAL	- \$25.98	:



HOME

TRANSFER
FUNDSSEND MONEY
WITH ZELLE®DEPOSIT A
CHECK

MENU

MAY 27 2021		
DDA PUR DOLLAR TRE DOLLAR	- \$12.74	:
TREE LUBBOCK TX #5773	\$525.32	:
MAY 26 2021		
DDA PUR THE HOME D 2615	- \$5.38	:
50TH STREET LUBBOCK TX	\$538.06	:
MAY 26 2021		
DDA PUR PURELY STO PURELY	- \$42.50	:
STORAGE YUCC 9492816017 CA	\$543.44	:
MAY 25 2021		
COAST 9492296262	- \$552.51	:
4627401158 Cesar Adame	\$585.94	:
MAY 25 2021		
DDA PUR SLING.COM	- \$47.63	:
SLING.COM 8883886210 CO	\$1,138.45	:
MAY 25 2021		
DDA PUR UNITED EXP UNITED	- \$41.16	:
EXPRESS 502 LUBBOCK TX	\$1,186.08	:
MAY 25 2021		
DDA PUR CASH APP*C CASH	- \$300.00	:
APP*CEV 4153753176 CA #5773	\$1,227.24	:
MAY 24 2021		
☐ CHECK - 3668	- \$25.00	:
	\$1,527.24	:
MAY 24 2021		
DDA PUR Roku for D Roku for	- \$8.65	:
Disney Ele 8162728107 DE	\$1,552.24	:
MAY 24 2021		
DDA PUR WM SUPERCE Wal-	- \$82.77	:
Mart Super Cent LUBBOCK	\$1,560.89	:



11:21		87%	
CHECK - 3671	- \$800.00	:	
	\$2,107.16	:	
JUN 24 2021			
DDA PUR STRIPES 04 STRIPES	- \$27.07	:	
0459260 SAN ANGELO TX #5773	\$2,907.16	:	
JUN 24 2021			
DDA PUR ALLSUPS # ALLSUPS #	- \$25.46	:	
2810 N LO HOBBS NM #5773	\$2,934.23	:	
JUN 24 2021			
DDA PUR IN *MONTEL IN	- \$216.50	:	
*MONTELONGO'S UP LUBBOCK	\$2,959.69	:	
JUN 24 2021			
IB TFR FR 003000012991 FUNDS	+ \$1,000.00	:	
TRANSFER VIA ONLINE #	\$3,176.19	:	
JUN 23 2021			
COAST 9492296262	- \$552.51	:	
4627401158 Cesar Adame	\$2,176.19	:	
JUN 23 2021			
ATM W/D FIRSTBANK 7806	- \$400.00	:	
INDIANA AVE LUBBOCK TX	\$2,728.70	:	
JUN 22 2021			
DDA PUR Roku for D Roku for	- \$8.65	:	
Disney Ele 8162728107 DE	\$3,128.70	:	
JUN 22 2021			
DDA PUR UNITED EXP UNITED	- \$50.59	:	
EXPRESS 502 LUBBOCK TX	\$3,137.35	:	
JUN 22 2021			
DDA PUR DENVER CIT DENVER	- \$31.00	:	
CITY VETERIN DENVER CITY TX	\$3,187.94	:	
JUN 22 2021			
HOME	TRANSFER FUNDS	SEND MONEY WITH ZELLE®	DEPOSIT A CHECK
MENU			

SLING.COM 8883886210 CO \$980.79 :

JUL 26 2021
DDA PUR MARKET STR MARKET - \$80.27 :
STREET 502 LUBBOCK TX #5773 \$1,028.42 :

JUL 26 2021
DDA PUR THE PLAZA THE PLAZA - \$45.10 :
V RESTAUR LUBBOCK TX #5773 \$1,108.69 :

JUL 26 2021
DDA PUR METROPCS M 12920 - \$120.00 :
SE 38TH STREE BELLEVUE WA \$1,153.79 :

JUL 26 2021
DEPOSIT + \$6.33 :
\$1,273.79 :

JUL 23 2021
IB TFR TO 3000012991 FUNDS - \$600.00 :
TRANSFER VIA ONLINE \$1,267.46 :

JUL 23 2021
COAST 9492296262 - \$552.57 :
4627401158 Cesar Adame \$1,867.46 :

JUL 23 2021
DDA PUR UNITED SUP UNITED - \$46.54 :
SUPERMARKET LUBBOCK TX \$2,420.03 :

JUL 23 2021
HEARTLAND FINANC AP ACH + \$80.00 :
HEARTLAND FINANCIAL USA 1/4- \$2,466.57 :

JUL 23 2021
PAYROLL PAYROLL ADAME, + \$2,014.19 :
CESAR EFREN XXXXX7669 \$2,386.57 :

JUL 22 2021
DDA PUR Boku for Boku for \$9.66 :



HOME

TRANSFER
FUNDSSEND MONEY
WITH ZELLE®DEPOSIT A
CHECK

MENU



Cevastian Adame <acevastian@gmail.com>

Fwd: Automatic reply: Cesar Adame Office of Dispute

Cesar Adame <cadame450@gmail.com>
To: <Acevastian@gmail.com>

Mon, Feb 5 at 5:55 PM

----- Forwarded message -----

From: **Document Support** <support@lpglaw.com>
Date: Sat, Jan 7, 2023, 10:59 AM
Subject: Automatic reply: Cesar Adame Office of Dispute
To: Cesar Adame <cadame450@gmail.com>

Thank you for contacting the Litigation Practice Group PC.

This is an automated message to let you know that we have received your message.

Thank you,

The Litigation Practice Group PC

P.O. Box 513018, Los Angeles, CA 90051-1018

p: 949.715.0644

f: 949.315.4332





Cevastian Adame <acevastian@gmail.com>

Fwd: Automatic reply: Default Judgement

Cesar Adame <cadame450@gmail.com>
To: <Acevastian@gmail.com>

Mon, Feb 5 at 5:58 PM

----- Forwarded message -----

From: **Document Support** <support@lpglaw.com>
Date: Tue, Jan 24, 2023, 1:14 PM
Subject: Automatic reply: Default Judgement
To: Cesar Adame <cadame450@gmail.com>

Thank you for contacting the Litigation Practice Group PC.

This is an automated message to let you know that we have received your message.

Thank you,

The Litigation Practice Group PC

P.O. Box 513018, Los Angeles, CA 90051-1018

p: 949.715.0644

f: 949.315.4332





Cevastian Adame <acevastian@gmail.com>

Fwd: Your Local Counsel has been assigned!

Cesar Adame <cadame450@gmail.com>
To: <Acevastian@gmail.com>

Mon, Feb 5 at 5:54 PM

----- Forwarded message -----

From: **Katherine Garcia Bonillo** <Support@lpglaw.com>
Date: Wed, Feb 1, 2023, 6:18 PM
Subject: Your Local Counsel has been assigned!
To: <cadame450@gmail.com>

Hello Cesar

This is the Litigation Practice Group. We are reaching out regarding your summons. We wanted to let you know that your lawsuit has been assigned to local counsel. Below is their contact information. Again, they will be handling your lawsuit moving forward. If you have any questions about your lawsuit, you can contact them by email. Please call us back if you cannot get a hold of them or if you have any questions.

Counsel Haley Simmoneau and Amanda Clark

Phone: 866-531-6676

Email: OKTXAssignments@lpglaw.com

Best Regards,

The Litigation Practice Group
P.O. Box 513018
Los Angeles, CA 90051-1018

<http://litigationpracticegroup.com>

PHONE: 949-229-6262

FAX: +1 (949) 315-4332





Cevastian Adame <acevastian@gmail.com>

Fwd:

Cesar Adame <cadame450@gmail.com>
To: <Acevastian@gmail.com>

Mon, Feb 5 at 5:55 PM

----- Forwarded message -----

From: **Cesar Adame** <cadame450@gmail.com>
Date: Mon, Jul 17, 2023, 12:42 PM
Subject:
To: <Dinsmore.CA.Service@dinsmore.com>

Hello and Good afternoon. My name is Cesar Adame and I was part of the LPG (litigation practice group) membership. I received the listed notice and wanted to inform you I am clear on the Bankruptcy and Court proceeding that will be taking place.

Thank you.
[Quoted text hidden]



Cevastian Adame <acevastian@gmail.com>

Fwd: The Litigation Practice Group: Contact Information Update

Cesar Adame <cadame450@gmail.com>
To: <Acevastian@gmail.com>

Mon, Feb 5 at 6:04 PM

----- Forwarded message -----

From: **Cesar Adame** <cadame450@gmail.com>
Date: Mon, Jul 17, 2023, 9:40 AM
Subject: Fwd: The Litigation Practice Group: Contact Information Update
To: <lawnatividad@gmail.com>

----- Forwarded message -----

From: **LPG Law** <Support@lpglaw.com>
Date: Thu, Feb 23, 2023, 6:59 PM
Subject: The Litigation Practice Group: Contact Information Update
To: <cadame450@gmail.com>

To Whom it May Concern -

Please be advised that Litigation Practice Group has a new phone number: (949) 393-8411. Please refrain from using any other number to reach LPG as such phone numbers are no longer active.

Regards,

The Litigation Practice Group

**P.O. Box 513018
Los Angeles, CA 90051-1018**

<http://litigationpracticegroup.com>



[unsubscribe](#)



Cevastian Adame <acevastian@gmail.com>

Fwd: LPG / Phoenix Law Case

Cesar Adame <cadame450@gmail.com>
To: <Acevastian@gmail.com>

Mon, Feb 5 at 6:02 PM

----- Forwarded message -----

From: **Cesar Adame** <cadame450@gmail.com>
Date: Wed, Jul 19, 2023, 2:17 PM
Subject: Fwd: LPG / Phoenix Law Case
To: <lawnatividad@gmail.com>

----- Forwarded message -----

From: **Dinsmore.CA.Service** <Dinsmore.CA.Service@dinsmore.com>
Date: Wed, Jul 19, 2023, 12:46 PM
Subject: RE: LPG / Phoenix Law Case
To: cadame450@gmail.com <cadame450@gmail.com>

Dear Cesar Adame

Due to the high volume of emails, this is an automated message with information on the most commonly asked questions. Please review it carefully.

We are special counsel to *Richard A. Marshack, Chapter 11 Trustee* of the Bankruptcy Estate of the Litigation Practice Group P.C. ("LPG") and do not represent LPG, we did not purchase LPG, nor are we handling the consumer matters for LPG's clients, such as yourself.

Accordingly, we cannot provide updates on the status of your account/contract/payments/refunds because we do not have access to that information.

Any questions regarding your account/contract specifically will have to be directed to eeyah@phoenixlaw.co or ty.carss@phoenixlaw.co or the Court-approved Buyer. We also cannot provide advice on how you should handle your account with LPG and recommend you contact an attorney for further recommendations.

The purpose of the notice was to inform you of the proposed sale of LPG, and the options you have if LPG were to be sold and operated by a Court-approved Buyer, specifically the following:

- First, you will be offered the opportunity to agree to be represented by a new law firm without the stigma of the

hiccups and prior practices of LPG's former management, the parties against whom the Trustee has secured a Preliminary Injunction enjoining wrongful conduct.

- Second, the sale will likely produce a fund from which consumer clients who were harmed by former management's role can file claims for compensation and from which such allowed claims can be paid. Further information on this option will follow. **In the meantime, if you have had any missed Court hearings or an upcoming hearing that you need information on, please contact eeyah@phoenixlaw.co and ty.carss@phoenixlaw.co**
- Third, you have ninety (90) days from the date of the sale to either (1) "opt out" of further representation by the new law firm, recognizing that doing so will cancel your contract for services; or (2) you will offered a new 'cured' contract with the new lawyers to be signed by you, and to allow for services to be performed on your behalf. For either of these options, further instructions will be provided after the proposed sale takes place. We cannot process opt-out requests sent in reply to this email.
- Fourth, the Sale Motion employs a mechanism for continued monitoring of the operations of the Court-approved Buyer firm to determine that they are in fact complying with law and properly servicing your account.

In short, if the Court approves a sale of LPG, you will be notified of the Court-approved Buyer that will begin representing you in place of LPG. Should you decline to be represented by the Court-approved Buyer you will receive a notice with instruction on how to "opt out". If you object to the sale of LPG, refer back to the original notice for information regarding filing an objection. **Any questions regarding the specifics of your account, such as payments, refunds, etc., will need to be directed to eeyah@phoenixlaw.co or ty.carss@phoenixlaw.co or the Court-approved Buyer.**

Attached is a FAQ with additional information.

NOTICE: This electronic mail transmission from the law firm of Dinsmore & Shohl may constitute an attorney-client communication that is privileged at law. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this electronic mail transmission in error, please delete it from your system without copying it, and notify the sender by reply e-mail, so that our address record can be corrected.

LPG - Frequently Asked Questions.pdf, Notice to Consumers of Sale.pdf

2021-621609

LVNV FUNDING, LLC
Plaintiff,

vs.

CESAR E. ADAME
Defendant.

§ IN THE JUSTICE COURT
§
§
§ PRECINCT 2 PLACE 1
§
§
§ LUBBOCK COUNTY, TEXAS

DEFAULT JUDGMENT

On this day came on for consideration Plaintiff's Motion for Entry of Default Judgment in the above-styled and numbered cause. The Court, having reviewed the records of this Court and the evidence presented by Plaintiff's Motion, FINDS that the Defendant Cesar E. Adame, though served with Citation, have failed to answer Plaintiff's petition, that the Citation has been filed with the Court for the requisite period as provided for by the Rules, and that Plaintiff has established the amount of its damages; therefore, the Court GRANTS Plaintiff's Motion for Entry of Default Judgment.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that judgment is entered for Plaintiff LVNV Funding LLC against Defendant Cesar E. Adame in the following amounts:

Damages: \$ 12,041.17

Plus all Cost of Court; for which let execution issue.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this judgment shall accrue interest from the date hereof until satisfied, at the rate of 5.00% per annum.

THIS ORDER disposes of all issues before the court in this matter and is final for purposes of an appeal.

Entered this November 21, 2022


JUDGE PRESIDING

FILED

NOV 21 2022

JUSTICE OF THE PEACE
PRECINCT 2

Approved and Entry Requested

/s/ Thomas W. Stephens
Attorney for Plaintiff

S&A 1923882

Courts@scott-pc.com



SCOTT & ASSOCIATES, P.C.

*Alabama • California • District of Columbia • Maryland • Pennsylvania
South Carolina • Tennessee • Texas • Virginia • New York*

Attorneys at Law

P.O. Box 115220

Carrollton, Texas 75011-5220

6/16/2021

NYC Dept. of Consumer Affairs
Lic. Nos 2044998 and 2045102

Cesar E. Adame
3502 66th Dr
Lubbock, TX 79413

Our File No: 1923882
Current Creditor: LVNV Funding LLC
Original Creditor: Capital One Bank (USA), N.A.
Account Number: [REDACTED]
Balance Due: \$12,041.17



Dear Cesar E. Adame,

This law firm represents LVNV Funding LLC in connection with the above-stated account (the "Account"). LVNV Funding LLC is the owner and holder of the Account and as of the writing of this letter, the amount owed on the Account is \$12,041.17.

This letter is not a threat of legal action as no attorney with this Firm has personally reviewed the particular circumstances of your account or made a determination as to legal action at this time.

If you cannot pay the full amount, please call our office to make suitable payment arrangements at 866-298-3155 between the hours of 8AM-6PM CST, M-F.

Sincerely,

Scott & Associates, P.C.

This is an attempt to collect a debt by a debt collector. Any information obtained will be used for that purpose. Unless you dispute the validity of the debt, or any portion thereof, within thirty days after you receive this letter, we will assume that the debt is valid. If, within this thirty-day period, you notify our law firm in writing that you dispute the debt, or any portion of the debt, we will obtain a verification of the debt from our client or obtain a copy of a judgment and a copy of such verification or judgment will be mailed to you by the firm. Within 30 days of your receipt of this letter, you may send to us a written request that we provide to you the name and address of the original creditor, if different from the current creditor, and we will do so.



SCOTT & ASSOCIATES, PC

Tel: (866) 298-3155 • PO Box 115220, Carrollton, Texas 75011 • Fax: (214) 234-8454

Justice Court Debt Collection Case

Original Petition

THE CASE STYLE	1 Case Style LVNV Funding, LLC Plaintiff vs. Cesar E. Adame Defendant		2 Court CASE NUMBER <u>2021-621609</u> IN THE LUBBOCK COUNTY JUSTICE COURT PRECINCT 2 PLACE 1 PO BOX 10536 Lubbock, TX 79408 Ph: (806) 775-1557	
	3 Plaintiff LVNV Funding, LLC		4 Plaintiff's Capacity a Nevada limited liability company	
THE PARTIES TO THE LAWSUIT	5 Defendant Cesar E. Adame		7 Co-Defendant	
	6 Defendant's Address and Phone: 3502 66th Dr Lubbock, TX 79413		8 Co-Defendant's Address and Phone:	
	9 Original Creditor: Capital One Bank (USA), N.A.		10 Account Number: [REDACTED]	
DETAILS ABOUT PLAINTIFF'S CLAIM	12 Card/Account Name: Platinum		13 Date Account Opened: November 9, 2012	
	11 Claim Type: Mastercard Credit Account		14 Date Acct Closed/Chargeoff: September 7, 2020	
	15 Claim Detail [Optional]: Plaintiff's claim is for Account Stated and/or Open Account. The claim arises from a Mastercard Credit Account entered into by Defendant(s) with Capital One Bank (USA), N.A., Account No. XXXXXXXXXXXX9257 (the Account). The Account is in default and Plaintiff sues herein for actual damages, cost of court and continuing post-judgment interest.		16 Claim Totals	
			Damages \$ 12,041.17	
			Interest \$ 0.00	
IS THIS AN ASSIGNED CLAIM	<input checked="" type="checkbox"/> Plaintiff's Claim is Assigned <input type="checkbox"/> N/A		PLAINTIFF or PLAINTIFF'S ATTORNEY	
	Plaintiff Acquired the Claim From: Capital One Bank (USA), N.A.		Name of Firm [if applicable]: Scott & Associates, P.C.	
	Date of Acquisition: 12/23/2020		Address: P.O. Box 115220 Carrollton, Texas 75011-5220	
	Other Prior Holders of the Claim:		Phone / FAX: Ph: (214) 84-8456 Fax: (214) 84-8454	
ONGOING INTEREST	<input type="checkbox"/> Plaintiff Seeks Ongoing Interest <input checked="" type="checkbox"/> N/A		Service by email is Authorized courts@scott-pc.com	
	<input type="checkbox"/> Interest is Statutory and/or <input type="checkbox"/> Interest is Contractual		Date: July 20, 2021	
	Interest Accrues On What Amount: Interest Rate:		Signature: [Signature] Digitally signed by Matthew W. Cooper DN: o=MJSPC, ou=Legal, uid=141773586, c=US, email=matthew.cooper@scott-pc.com	
ATTY FEES	Commencing: Interest Calculated as of:		Name: Matthew W. Cooper	
	<input type="checkbox"/> Plaintiff Seeks Attorneys Fees <input checked="" type="checkbox"/> Plaintiff Does Not Seek Attorneys Fees		Bar No. [if applicable]: SBN 24097529	

Justice Court Debt Collection Case Form (v. 20150701)

S&A 1923882

6:40

48%

←

Account Details

LVNV FUNDING LLC

Last reported Jan 03, 2024

\$12,849

Open balance

**12 CAPITAL
ONE BANK USA
N A**

Original creditor

SNAPSHOT

Opened

Dec 23, 2020 (3 yrs, 1 mos)

Account status

Open

Type

--

Responsibility

Individual

Remarks

Placed for collection

Original creditor name

12 CAPITAL ONE BANK USA N A

Report info ^

Today

Credit

Cards

Loans

Money

SCOTT & ASSOCIATES, P.C.

Alabama • California • District of Columbia • Maryland • Pennsylvania

South Carolina • Tennessee • Texas • Virginia • New York

Attorneys at Law

P.O. Box 115220

Carrollton, Texas 75011-5220

6/16/2021

NYC Dept. of Consumer Affairs
Lic. Nos 2044998 and 2045102

Cesar E. Adame
3502 66th Dr
Lubbock, TX 79413

Our File No: 1923883
Current Creditor: LVNV Funding LLC
Original Creditor: Synchrony Bank
Account Number: [REDACTED]
Balance Due: \$6,818.62



Dear Cesar E. Adame,

This law firm represents LVNV Funding LLC in connection with the above-stated account (the "Account"). LVNV Funding LLC is the owner and holder of the Account and as of the writing of this letter, the amount owed on the Account is \$6,818.62.

This letter is not a threat of legal action as no attorney with this Firm has personally reviewed the particular circumstances of your account or made a determination as to legal action at this time.

If you cannot pay the full amount, please call our office to make suitable payment arrangements at 866-298-3155 between the hours of 8AM-6PM CST, M-F.

Sincerely,

Scott & Associates, P.C.

This is an attempt to collect a debt by a debt collector. Any information obtained will be used for that purpose. Unless you dispute the validity of the debt, or any portion thereof, within thirty days after you receive this letter, we will assume that the debt is valid. If, within this thirty-day period, you notify our law firm in writing that you dispute the debt, or any portion of the debt, we will obtain a verification of the debt from our client or obtain a copy of a judgment and a copy of such verification or judgment will be mailed to you by the firm. Within 30 days of your receipt of this letter, you may send to us a written request that we provide to you the name and address of the original creditor, if different from the current creditor, and we will do so.



000000 00 00 000000 000000 00

SCOTT & ASSOCIATES, PC

Tel: (866) 298-3155 • P.O. Box 115220, Carrollton, Texas 75011 • Fax: (214) 224-9454

STATE OF TEXAS
CITATION FOR PERSONAL SERVICE IN JUSTICE COURT- T.R.C.P. 534

SMALL CLAIMS CITATION
CASE NUMBER 2021-621610

TO: CESAR E. ADAME
3502 66TH DR
LUBBOCK, TX 79413

COUNTY OF LUBBOCK
By *[Signature]*
2021 JUL 28 PM 2:54
CLERK
FILED FOR RECORD
PRECINCT 2

You have been sued. You may employ an attorney to help you in defending against this lawsuit, but you are not required to employ an attorney. You or your attorney must file an answer with the court. Your answer is due by the end of the 14th day after the day you were served with these papers. If the 14th day is a Saturday, Sunday, or legal holiday, your answer is due by the end of the first day following the 14th day that is not a Saturday, Sunday or legal holiday. Do not ignore these papers. If you do not file an answer by the due date, a default judgment may be taken against you. For further information, consult Part V of the Texas Rules of Civil Procedure, which is available online and also at the court listed on this citation.

Cause Number **2021-621610** styled Plaintiff **LVNV FUNDING, LLC** vs **CESAR E. ADAME** filed in said court on the **28TH** day of **JULY**, 2021.

You are to answer by filing with the Justice Court of Precinct Number 2, Lubbock County, Texas located at **904 BROADWAY, ROOM 113** in the city of **LUBBOCK, LUBBOCK**, County, Texas.

*You are **REQUIRED** under T.R.C.P. 21 to mail a copy of any pleading in this case to the opposing party or their attorney.*

Plaintiff states the Defendant caused Plaintiff harm by **(SEE ATTACHED AFFIDAVIT)** which caused plaintiff to suffer damage in the amount of **\$6,818.62**.

Plaintiff's Attorney is **MATTHEW W. COOPER** whose address is **P.O. BOX 115220 CARROLLTON, TX 75011**.

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said court at office, on **July 28, 2021**



[Signature]

JUDGE SUSAN ROWLEY
JUSTICE OF THE PEACE, PCT.2
LUBBOCK COUNTY, TEXAS

Justice Court Debt Collection Case

Original Petition

THE CASE STYLE	1	Case Style LVNV Funding, LLC Plaintiff vs. Cesar E. Adame Defendant	2	Court CASE NUMBER <u>0021-021610</u> IN THE LUBBOCK COUNTY JUSTICE COURT PRECINCT 2 PLACE 1 PO BOX 10536 Lubbock, TX 79408 Ph: (806) 775-1557											
	THE PARTIES TO THE LAWSUIT	3	Plaintiff LVNV Funding, LLC	4	Plaintiff's Capacity a Nevada limited liability company										
5		Defendant Cesar E. Adame	7	Co-Defendant											
6		Defendant's Address and Phone: 3502 66th Dr Lubbock, TX 79413	8	Co-Defendant's Address and Phone											
DETAILS ABOUT PLAINTIFF'S CLAIM	9	Original Creditor: Synchrony Bank	10	Account Number: XXXXXXXXXXXX6758											
	11	Card/Account Name: Capital One Walmart Rewards Card	12	Claim Type: Mastercard Credit Account											
	13	Date Account Opened: August 8, 2008	14	Date Acct Closed/Chargeoff: August 21, 2020											
	15		Claim Detail (Optional): Plaintiff's claim is for Account Stated and/or Open Account. The claim arises from a Mastercard Credit Account entered into by Defendant(s) with Synchrony Bank, Account No. XXXXXXXXXXXXXXX6758 (the Account). The Account is in default and Plaintiff sues herein for actual damages, cost of court and continuing post-judgment interest.												
	16		Claim Totals <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">Damages</td> <td style="width:10%;">\$</td> <td style="width:40%; text-align: right;">6,818.62</td> </tr> <tr> <td>Interest</td> <td>\$</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Attys Fees</td> <td>\$</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>TOTAL</td> <td>\$</td> <td style="text-align: right;">6,818.62</td> </tr> </table>		Damages	\$	6,818.62	Interest	\$	0.00	Attys Fees	\$	0.00	TOTAL	\$
Damages	\$	6,818.62													
Interest	\$	0.00													
Attys Fees	\$	0.00													
TOTAL	\$	6,818.62													
IS THIS AN ASSIGNED CLAIM	<input checked="" type="checkbox"/> Plaintiff's Claim is Assigned <input type="checkbox"/> N/A		PLAINTIFF or PLAINTIFF'S ATTORNEY												
	Plaintiff Acquired the Claim From: Synchrony Bank Date of Acquisition: 12/23/2020 Other Prior Holders of the Claim:		Name of Firm [if applicable]: Scott & Associates, P.C. Address: P.O. Box 115220 Carrollton, Texas 75011-5220 Phone / FAX: Ph: (214) 234-8456 Fax: (214) 234-8454												
	<input type="checkbox"/> Plaintiff Seeks Ongoing Interest <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Interest is Statutory and/or <input type="checkbox"/> Interest is Contractual Interest Accrues On What Amount: Interest Rate: Commencing: Interest Calculated as of:		Service by email is Authorized courts@scott-pc.com Date: July 20, 2021 Signature: <div style="text-align: right;"> Digitally signed by Matthew W. Cooper DN: o=MJSPC, ou=Legal, uid=141774808 Date: 7/20/2021 8:38:51 AM </div>												
ATTY FEES	<input type="checkbox"/> Plaintiff Seeks Attorneys Fees <input checked="" type="checkbox"/> Plaintiff Does Not Seek Attorneys Fees		Name: Matthew W. Cooper Bar No. [if applicable]: SBN 24097529												
	<div style="text-align: right; padding-right: 20px;"> 2021 JUL 28 AM 10:11 BY <u>[Signature]</u> CLERK JUSTICE OF THE PEACE PCT 2 </div>														

Justice Court Debt Collection Case Form (v. 20150701)

S&A 1923883

TRC99 CITATION BY PERSONAL SERVICE

CITATION
THE STATE OF TEXAS

DATE DELIVERED

1-20-2021

DELIVERED BY

B. Chapman

16195

To: **CESAR E ADAME**
3502 66TH DR, LUBBOCK, TEXAS 79413-6102, OR ANY OTHER VALID ADDRESS

Defendant Greetings:

NOTICE

"You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the Monday next following the expiration of (20) twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org"

Said **PLAINTIFF'S ORIGINAL PETITION** was filed in the **COUNTY COURT AT LAW NO.3** located at 904 Broadway, Room 403, Lubbock County, Texas, 79401 on **14TH DAY OF JANUARY, 2021**. The file number of said suit being Cause Number **2021-576,771**, and styled:

CITIBANK, N.A.,
Plaintiff(s)

Vs.

CESAR E ADAME**Defendant(s)**

The nature of Plaintiff's demand is set out and shown by a true and correct copy of the **PLAINTIFF'S ORIGINAL PETITION**, accompanying this citation, and made a part thereof.

Plaintiff is represented by:

MICHAEL A. MOSS P.O. BOX 3340, LUBBOCK, TEXAS 79452-3340 (806) 796-7375

The officer executing this citation shall promptly serve the same according to requirements of law, and the mandates hereof, and make due return as the law directs.

Issued and given under my hand and seal of said court at Lubbock, Texas, this **15TH DAY OF FEBRUARY, 2021**.

Attest:

KELLY PINION, COUNTY CLERK
Lubbock County
P.O. Box 10536 (79408)
904 Broadway
Lubbock, Texas 79401



BY Nadia Morgan DEPUTY
NADIA MORGAN

filed 1/14/2021 7:30:1
Kelly Pin
County Cl
Lubbock County, Te
Nadia Morgai

NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA **2021-576,771**

NO. _____

CITIBANK, N.A. § IN THE COUNTY COURT
§
vs. § AT LAW NO. **#3** OF
§
CESAR E ADAME § LUBBOCK COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, CITIBANK, N.A. ("Plaintiff"), and files this, its Original Petition, complaining
of CESAR E ADAME, Defendant herein ("Defendant"), and for cause of action would respectfully
show this Honorable Court the following:

PARTIES. Plaintiff, CITIBANK, N.A. is located at 701 E. 60th Street North, Sioux Falls, SD
57117. CITIBANK, N.A. is the successor by merger to Citibank (South Dakota), N.A.

Defendant is CESAR E ADAME, who may be served with process at **3502 66TH DR,**
LUBBOCK TX 79413-6102, or any other valid address.

I. DISCOVERY LEVEL

1. Plaintiff intends discovery to be conducted under Level 1 of Rule 190 of the Texas Rules of Civil Procedure.

II. VENUE AND JURISDICTION

2. Venue is proper in this Court because Lubbock County, Texas is where the Defendant resides.
3. The amount in controversy is within the jurisdictional limits of this Court. Plaintiff seeks only monetary relief of \$100,000.00 or less, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees.

III. FACTS

Citi ThankYou® Preferred Card

citi

CESAR E ADAME

Member Since 2015 Account number ending in: [REDACTED]
Billing Period 07/20/20-08/20/20

www.citibank.com

Customer Service 1-800-THANKYOU(1-800-842-6596)

TTY-hearing-impaired services only 1-877-693-0218

BOX 6062 SIOUX FALLS, SD 57117

AUGUST STATEMENT

Minimum payment due: **\$5,993.60**
New balance as of 08/20/20: **\$5,993.60**
Payment due date: **08/20/20**
See the back of this statement for important information about how to avoid paying interest on purchases.

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$40 and your APRs may be increased up to the Penalty APR of 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Pay the minimum payment	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Make the minimum payment: 1 month(s)		\$5,994

For information about credit counseling services, call 1-877-337-8188.

Account Summary

Previous balance	\$5,862.31
Payments	-\$0.00
Credits	-\$0.00
Purchases	+\$0.00
Cash advances	+\$0.00
Fees	+\$0.00
Interest	+\$131.29
New balance	\$5,993.60

Credit Limit

Revolving Credit limit **\$7,700**
Includes \$1,600 cash advance limit

Pay your bill from virtually anywhere
with the Citi Mobile® App and Citi® Online



To download:
Text 'App15' to MyCiti (692484)
or go to your device's app store.
Or visit www.citibank.com

Minimum payment due	\$5,993.60
New balance	\$5,993.60
Payment due date	08/20/20

Amount enclosed:

Account number ending in 1081

000000 PW 32 A C

CESAR E ADAME

CITI CARDS
PO BOX 78045
Phoenix, AZ 85062-8045

EXHIBIT

1

LVNV FUNDING LLC

Last reported Jan 03, 2024

\$7,215

Open balance

**12 SYNCHRONY
BANK**

Original creditor

SNAPSHOT

Opened

Dec 23, 2020 (3 yrs, 1 mos)

Account status

Open

Type

--

Responsibility

Individual

Remarks

**Account information
disputed by consumer, meets
FCRA requirements**

Original creditor name **12 SYNCHRONY BANK**

LVNV FUNDING LLC

Last reported Jan 03, 2024

\$2,000

Open balance

01

**SYNCHRONY
BANK PAYPAL**

Original creditor

SNAPSHOT

Opened

May 26, 2022 (1 yrs, 8 mos)

Account status

Open

Type

--

Responsibility

Individual

Remarks

Placed for collection

Original
creditor name

01 SYNCHRONY BANK PAYPAL

PO Box 510060
Livonia MI 48151-0060



PH027000201359

CEGAR ADAME
3502 66TH DR
LUBBOCK, TX 79413-6102

Account Number [REDACTED]
Original Creditor: Synchrony Bank
Current Owner: L' NV Funding LLC
Reference ID: 720132161
Balance: \$3,879.42
Accountholder Name: Cesar Adame

January 09, 2023

Dear Cesar Adame,

This letter confirms that on 01/07/2023 you agreed to a payment arrangement to resolve this account for less than the actual balance by paying \$2,924.57 on the above-referenced account. The payment plan listed below outlines that agreement. All payments made will be applied towards your account balance at time of set up of \$3,899.42. Please note one or more of these payments may have already posted to your account at time of creation of this letter.

	Number	Date	Amount
Current BALANCE 3,879.42 Settled 2,924.57	1	01/07/2023	\$20.00 ✓
	2	02/07/2023	\$170.85 ✓
	3	03/07/2023	\$170.85 ✓
	4	04/07/2023	\$170.85 ✓
	5	05/07/2023	\$170.85 ✓
	6	06/07/2023	\$170.85 ✓
	7	07/07/2023	\$170.85 ✓
	8	08/07/2023	\$170.85 ✓
	9	09/07/2023	\$170.85 ✓
	10	10/07/2023	\$170.85 ✓
	11	11/07/2023	\$170.85 ✓
	12	12/07/2023	\$170.85 ✓
	13	01/07/2024	\$170.85 ✓
	14	02/07/2024	\$170.85
	15	03/07/2024	\$170.85
	16	04/07/2024	\$170.85

Have Pd.
1045.10
9 more PMTS

continued on next page



Hours of Operation
8:00AM-9:00PM EST
Monday - Thursday
8:00AM-7:00PM EST
Friday
9:00AM-5:00PM EST
Saturday



General Disputes/Correspondence
PO Box 10497
Greenville, SC 29603-0497
Credit Bureau Disputes
PO Box 1269
Greenville, SC 29602



Contact Numbers
Toll Free Phone
1-866-973-0014
Toll Free Fax
1-866-467-0163



Customer Portal
Resurgent.com

EXHIBIT 9

3554

UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA

Fill in the information to identify the case (Select only one Debtor per form):

☒ The Litigation Practice Group P.C. (Case No. 23-10571)

FILED

JAN 31 2024

By Omni Agent Solutions, Claims Agent
For U.S. Bankruptcy Court
Central District of California

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Carefully read instructions included with this Proof of Claim before completing. In order to have your claim considered for payment and/or voting purposes, complete ALL applicable questions.

Part 1: Identify the Claim

1. Who is the current creditor?	
Chris and Kelly Behnlke Name of the current creditor (the person or entity to be paid for this claim)	
Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes From whom?	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should payments to the creditor be sent? (if different)
Name Kelly Behnlke	Name Chris + Kelly Behnlke
Number Street 18088 Farlin Rd	Number Street 18088 Farlin Rd
City State ZIP Code Parker Kansas 66072	City State ZIP Code Parker Kansas 66072
Contact Phone 913-731-2535	Contact Phone 913-731-2535
Contact email Mainbody Works @Yahoo.com	Contact email
Uniform claim identifier for electronic payments in chapter 13 (if you use one)	
4. Does this claim amend one already filed?	
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Claim Number on court claims registry (if known) 1402 Filed On 10/17/2023 MM/DD/YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Who made the earlier filing?	

100280-2 MA

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>23-10571</u>
7. How much is the claim?	\$ <u>20,500.00</u>	Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information <u>Services Performed</u>	
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	The claim is secured by a lien on property Nature of property: <input type="checkbox"/> Real Estate If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded. Value of Property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7). Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate: (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Identify the property: _____
12. Is this claim for the value of goods received by the debtor within 20 days before the commencement date of this case (11 U.S.C. §503(b)(9))?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Amount of 503(b)(9) Claim: \$ <u>10 103 87</u>

13. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☐ No
☐ Yes *Check all that apply*

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____

☐ Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5). \$ _____

☒ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. \$ 10103.87

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it.

FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:


☒ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 1 26 2024
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name Kelly Jean Behnke
First Name Middle Name Last Name

Title Wife

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 18088 Farlin Rd
Number Street

Parker Kansas 66072
City State ZIP Code

Contact Phone 913 731 2535 Email Mainbodyworks@yahoo.com



Factual Data | PO Box 530090 | Atlanta, GA 30353 | Tel: 800-216-3463 | Fax: 800-688-7816

FIRST OPTION BANK 601 MAIN ST. OSAWATOMIE, KS 66064	Requestor ELIZABETH ANDERSON	Loan Number [REDACTED]	Reference Number [REDACTED]
	Date Requested 10/13/2023	Inquiry Type Hard	Charges \$40.10

CREDIT REPORT

Input Information			
Applicant			
KELLY J BENKE 18088 FARLIN RD PARKER, KS 66072		SSN [REDACTED]	DOB -
Co-Applclicant			
CHRIS M BENKE 18088 FARLIN RD PARKER, KS 66072		SSN [REDACTED]	DOB -

Residence Information		
Applicant		
31297 SANTA FE RD, PAOLA, KS, 66071	From 03/98	
18088 FARLIN RD, PARKER, KS, 66072	From 02/22	
564 MAIN ST, OSAWATOMIE, KS, 66064		
Co-Applclicant		
18088 FARLIN RD, PARKER, KS, 66072	From 01/22	
31297 SANTA FE RD, PAOLA, KS, 66071	From 03/98	
564 MAIN ST, OSAWATOMIE, KS, 66064		

Employment Information		
Applicant		
USD 368	From 05/04	
PRICE CHOPPER	From 11/00	
Co-Applclicant		
SHEET METAL WORKER - JOURNEYMAN	From 01/09	
KATES SHEET METAL INDUSTRY	From 02/01	

Scoring		
Applicant		
[REDACTED]		
SERIOUS DELINQUENCY AND PUBLIC RECORD OR COLLECTION FILED PROPORTION OF BALANCE TO HIGH CREDIT ON REVOLVING ACCOUNTS NUMBER OF ACCOUNTS WITH DELINQUENCY TIME SINCE DEROGATORY PUBLIC RECORD OR COLLECTION IS TOO SHORT FACTA: NUMBER OF INQUIRIES AFFECTED THE SCORE	SERIOUS DELINQUENCY TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN NUMBER OF ACCOUNTS WITH DELINQUENCY PROPORTION OF BALANCES TO CREDIT LIMITS TOO HIGH ON REVOLVING ACCOUNTS FACTA: NUMBER OF INQUIRIES AFFECTED THE SCORE	SERIOUS DELINQUENCY, AND PUBLIC RECORD OR COLLECTION FILED TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN PROPORTION OF REVOLVING BALANCES TO REVOLVING CREDIT LIMITS IS TOO HIGH NUMBER OF ACCOUNTS WITH DELINQUENCY FACTA: NUMBER OF INQUIRIES AFFECTED THE SCORE
Co-Applicant		
[REDACTED]		
SERIOUS DELINQUENCY NUMBER OF ACCOUNTS WITH DELINQUENCY PROPORTION OF BALANCES TO CREDIT LIMITS TOO HIGH ON REVOLVING ACCOUNTS TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN FACTA: NUMBER OF INQUIRIES AFFECTED THE SCORE	SERIOUS DELINQUENCY AND PUBLIC RECORD OR COLLECTION FILED PROPORTION OF BALANCE TO HIGH CREDIT ON REVOLVING ACCOUNTS NUMBER OF ACCOUNTS WITH DELINQUENCY AMOUNT PAST DUE TO ACCOUNTS FACTA: NUMBER OF INQUIRIES AFFECTED THE SCORE	SERIOUS DELINQUENCY, AND PUBLIC RECORD OR COLLECTION FILED PROPORTION OF REVOLVING BALANCES TO REVOLVING CREDIT LIMITS IS TOO HIGH TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN NUMBER OF ACCOUNTS WITH DELINQUENCY FACTA: NUMBER OF INQUIRIES AFFECTED THE SCORE

FACTA Regulatory Messages	
Applicant	
THE NUMBER OF INQUIRIES ON THE CONSUMERS CREDIT FILE HAS ADVERSELY AFFECTED THE CREDIT SCORE	EFX
THE NUMBER OF INQUIRIES ON THE CONSUMERS CREDIT FILE HAS ADVERSELY AFFECTED THE CREDIT SCORE WITH NO DEROGATORY INFORMATION FOUND ON THE FILE	TRU
INPUT ADDRESS DOES NOT MATCH FILE ADDRESS(ES)	XPN
THE NUMBER OF INQUIRIES ON THE CONSUMERS CREDIT FILE HAS ADVERSELY AFFECTED THE CREDIT SCORE	XPN
Co-Applicant	
INPUT ADDRESS DOES NOT MATCH FILE ADDRESS(ES)	EFX
THE NUMBER OF INQUIRIES ON THE CONSUMERS CREDIT FILE HAS ADVERSELY AFFECTED THE CREDIT SCORE	EFX
THE NUMBER OF INQUIRIES ON THE CONSUMERS CREDIT FILE HAS ADVERSELY AFFECTED THE CREDIT SCORE WITH NO DEROGATORY INFORMATION FOUND ON THE FILE	TRU
THE NUMBER OF INQUIRIES ON THE CONSUMERS CREDIT FILE HAS ADVERSELY AFFECTED THE CREDIT SCORE	XPN

Public Records

LexisNexis searched for liens and judgments. Please see **RiskView™ Liens and Judgments Report** attached for results.

Applicant

Co-Applicant

Applicant & Co-Applicant

Credit History												
Open Accounts												
No open accounts found.												
Disputed Accounts												
No disputed accounts found.												
Derogatory Accounts												
Creditor Account Number Owner	Reported	Last Pmt	Opened	Limit/HC	Balance	Past Due	Payment Term	Mos	30	60	90	Status Type Vendor
SYNCB/CARE CRED IT [REDACTED] Joint (App) & Joint (Co-App)	09/ 2023	01/ 2020	09/ 2013	\$8,000	\$7,187 Closed 07/2020	\$7,187	monthly	99	3	1	4	Charge Off CHARGE AC COUNT - REV EFX (TRU, XPN)
<p>CHARGE OFF #959 Legal Team May 22nd Matches Amount</p> <p>09/2023 - Collection 08/2023 - Collection 07/2023 - Collection 9999999999999999 9999999999999999</p> <p>1-800-552-5239</p>												
JPMCB - CARD SER VICE [REDACTED] Individual (App)	09/ 2023	12/ 2019	12/ 2015	\$5,000	\$5,624 Closed 09/2020	\$5,624	monthly	92	1	1	4	Charge Off CHARGE AC COUNT - REV EFX (TRU, XPN)
<p>is in Rolled</p> <p>CHARGE OFF CLOSED - CREDIT GRANTOR</p> <p>09/2023 - Collection 99XXXXXXXXXXXX XXXXXXXXXXXX</p>												
MIDLAND CREDIT MANAG [REDACTED] (877) 822-0381 Individual (Co-App)	10/ 2023		09/ 2020	\$4,501	\$4,501 Closed 01/2021	\$4,501	monthly	33				Collection UNKNOWN - OPN EFX (TRU, XPN)
<p>COLLECTION ORIG CREDITOR: CAPITAL ONE BANK USA N A card 8151</p> <p>9XXXXXXXXXXXXX XXXXXXXXXXXX</p>												
JPMCB - CARD SER VICE [REDACTED] Individual (Co-App) & Authorized User (App)	10/ 2023	01/ 2020	11/ 2016	\$3,100	\$3,820 Closed 07/2023	\$3,820	monthly	49	1	1	15	Charge Off CREDIT CA RD - REV EFX (TRU, XPN)
<p>CHARGE OFF CLOSED - CREDIT GRANTOR</p> <p>is in Rolled</p> <p>99XXXXXXXXXXXX XXXXXXXXXXXX</p>												
MIDLAND CREDIT MANAG [REDACTED] Individual (App)	10/ 2023		08/ 2022	\$1,911	\$1,911 Closed 03/2023	\$1,911	monthly	15				Collection UNKNOWN - OPN EFX (TRU, XPN)
<p>COLLECTION ORIG CREDITOR: CAPITAL ONE N A (Walmart) Latia</p> <p>9XXXXXXXXXXXXX XXX</p>												

TD RCS/DISCOVER Y FUR [REDACTED] Joint (App) & Joint (Co-App)	09/2023	01/2020	02/2016	\$1,271	\$1,346	\$1,346	monthly	91	1	1	3	Charge Off CHARGE AC COUNT - REV EFX (TRU, XPN)
	CHARGE OFF								09/2023 - Collection 08/2023 - Collection 07/2023 - Collection 999999999999 999999999999			
BANK OF AMERICA [REDACTED] (800) 441-2110 Individual (App) & Authorized User (Co-App)	09/2023	08/2023	12/2019	\$2,300	\$0		monthly	44	2	2	5	Charge Off CREDIT CA RD - REV EFX (TRU, XPN)
	ACCT PAID FOR LESS THAN FULL BALANCE PAID CHARGE OFF PAID								09/2023 - Collection 08/2023 - Collection 07/2023 - Collection 999999999999 999999955554			
BESTBUY/CBNA [REDACTED] Individual (Co-App) & Authorized User (App)	07/2022	03/2022	11/2015	\$2,000	\$0		monthly	80	1	1	4	Charge Off CREDIT CA RD - REV EFX (TRU, XPN)
	ACCT PAID FOR LESS THAN FULL BALANCE PAID CHARGE OFF PAID								07/2022 - Collection 06/2022 - Collection 05/2022 - Collection 999999999999 999999999999			
CENLAR FEDERAL SAVIN [REDACTED] Individual (Co-App)	07/2022	11/2020	07/2006	-	\$0		360 mos	41	1	0	0	Charge Off W/O COLLA TERAL - MTG EFX (TRU, XPN)
	PAID CHARGE OFF FIXED RATE PAID								06/2022 - Collection 06/2022 - Collection 05/2022 - Collection 9X9999999999 XXX11111XXXX			
KOHL'S/CAPONE [REDACTED] (800) 364-5740 Individual (App)	09/2023	05/2023	05/2019	\$600	\$0	\$0	monthly	48	1	0	0	Pays as agreed CHARGE AC COUNT - REV TRU (EFX, XPN)
									02/2023 - 30 days late 02/2023 - 30 days late 111111121111 111111111111			

SYNCR/AMAZON (866) 534-8379 Individual (App)	11/ 2019	06/ 2019	12/ 2017	\$1,100	\$0 Closed 03/2019	\$0	monthly	23	3	0	0	30 days late CHARGE AC COUNT - REV TRU (EFX, XPN)
CLOSED - CONSUMER								06/2019 - 30 days late 03/2019 - 30 days late 211112112111 111111121111				

SYNCR/DR POWER (866) 396-8254 Joint (App) & Joint (Co-App)	07/ 2021	07/ 2021	03/ 2019	\$3,900	\$0 Closed 07/2020		monthly	28	2	1	4	Charge Off CHARGE AC COUNT - REV EFX (TRU, XPN)
ACCT PAID FOR LESS THAN FULL BALANCE PAID CHARGE OFF PAID								07/2021 - Collection 06/2021 - Collection 05/2021 - Collection 999999999999 9555432211XX				

SYNCR/PPC (844) 378-4961 Individual (App)	09/ 2023	08/ 2023	01/ 2015	\$1,750	\$0 Closed 11/2022	\$0	monthly	48	1	1	3	Pays as agreed CREDIT CA RD - REV TRU (EFX, XPN)
SETTLED FOR LESS THAN FULL BALANCE								08/2023 - 120 days late 08/2023 - 120 days late 07/2023 - 120 days late 155432111111 111111111111				

Closed Accounts												
Creditor Account Number Owner	Reported	Last Pmt	Opened	Limit/HC	Balance	Past Due	Payment Term	Mos	30	60	90	Status Type Vendor
ASC (800) 416-1472 Joint (App) & Joint (Co-App)	10/ 2016	09/ 2016	07/ 2006	\$97,200	\$0 Closed 10/2016	\$0	312 mos	41	0	0	0	Pays as agreed CONVENTIO NAL - MTG TRU (EFX, XPN)
TRANSFERRED CONVENTIONAL REAL ESTATE MORTGAGE								111111111111 111111111111				

CAPITAL ONE (800) 955-7070 Individual (Co-App)	05/ 2022	06/ 2018	01/ 2009	\$1,250	\$0 Closed 04/2022	\$0	monthly	48	0	0	0	Pays as agreed CREDIT CA RD - REV TRU (EFX, XPN)
CLOSED - CREDIT GRANTOR								111111111111 111111111111				

CITIMORTGAGE [REDACTED] (800) 283-7918 Individual (Co-App)	02/ 2019	01/ 2019	07/ 2006	\$20,000	\$0 Closed 02/2019	\$0	360 mos	48	0	0	0	Pays as agreed W/O COLLA TERAL - MTG TRU (EFX, XPN)
TRANSFERRED											111111111111 111111111111	
DFS/WEBBANK [REDACTED] (800) 283-2210 Individual (App)	01/ 2014	04/ 2008	08/ 2006	\$2,600	\$0 Closed 02/2012		monthly	89	0	0	0	Pays as agreed CHARGE AC COUNT - REV EFX
PAID AND CLOSED											111111111111 111111111111	
DITECH [REDACTED] (800) 643-0202 Joint (App) & Joint (Co-App)	06/ 2019	05/ 2019	06/ 2017	\$72,900	\$0 Closed 06/2019	\$0	360 mos	24	0	0	0	Pays as agreed CONVENTIO NAL - MTG TRU (EFX)
TRANSFERRED FANNIE MAE ACCOUNT CONVENTIONAL REAL ESTATE MORTGAGE											111111111111 111111111111	
DITECH [REDACTED] (800) 643-0202 Joint (App) & Joint (Co-App)	06/ 2017	06/ 2017	10/ 2004	\$91,200	\$0 Closed 06/2017	\$0	360 mos	48	0	0	0	Pays as agreed CONVENTIO NAL - MTG TRU (EFX)
CLOSED FANNIE MAE ACCOUNT CONVENTIONAL REAL ESTATE MORTGAGE											111111111111 111111111111	
FIRST OPTION BAN K [REDACTED] (913) 755-3811 Joint (App) & Joint (Co-App)	11/ 2016	11/ 2016	03/ 2015	\$3,634	\$0 Closed 11/2016		24 mos	21	0	0	0	Pays as agreed NOTE LOAN - INS EFX
NOTE LOAN PAID AND CLOSED											111111111111 1111111111	
FIRST OPTION BAN K [REDACTED] (913) 755-3811 Joint (App) & Joint (Co-App)	09/ 2014	09/ 2014	05/ 2013	\$2,612	\$0 Closed 09/2014		18 mos	17	0	0	0	Pays as agreed AUTO - INS EFX
PAID AND CLOSED											111111111111 111111	
FIRST OPTION BAN K [REDACTED] (913) 755-3811 Individual (Co-App)	11/ 2018	11/ 2018	03/ 2017	\$4,616	\$0 Closed 11/2018		24 mos	21	0	0	0	Pays as agreed NOTE LOAN - INS EFX
FIXED RATE NOTE LOAN PAID AND CLOSED											111111111111 1111111111	

LOANCARE [REDACTED] Joint (App) & Joint (Co-App)	05/ 2022	05/ 2022	06/ 2017	\$72,900	\$0 Closed 05/2022	\$0	360 mos	48	0	0	0	Pays as agreed CONVENTIO NAL - MTG TRU (EFX, XPN)
CLOSED FANNIE MAE ACCOUNT CONVENTIONAL REAL ESTATE MORTGAGE										111111111111 111111111111		
SEARS/CBNA [REDACTED] Individual (App) & Authorized User (Co-App)	12/ 2019	08/ 2013	10/ 1988	\$250	\$0 Closed 10/2015		monthly	99	0	0	0	Pays as agreed CHARGE AC COUNT - REV EFX (XPN)
CLOSED - CREDIT GRANTOR PAID AND CLOSED										111111111111 111111111111		
SPEC LOAN SV [REDACTED] Joint (App) & Joint (Co-App)	07/ 2020	07/ 2020	07/ 2006	\$97,200	\$0 Closed 07/2020	\$0	360 mos	45	0	0	0	Pays as agreed CONVENTIO NAL - MTG TRU (EFX, XPN)
AFFECTED BY NATURAL DISASTER CONVENTIONAL REAL ESTATE MORTGAGE										111111111111 111111111111		
SYNCB/OLD NAVY [REDACTED] Individual (App)	01/ 2016	01/ 2008	07/ 2007	\$124	\$0 Closed 05/2010		monthly	99	0	0	0	Pays as agreed CHARGE AC COUNT - REV EFX
PAID AND CLOSED										111111111111 111111111111		
SYNCB/PPC [REDACTED] (847) 373-4361 Individual (Co-App)	11/ 2020	10/ 2018	10/ 2016	\$1,500	\$0 Closed 08/2020	\$0	monthly	24	0	0	0	Pays as agreed CREDIT CA RD - REV TRU (EFX, XPN)
CLOSED - CREDIT GRANTOR										111111111111 111111111111		
SYNCB/SCORER [REDACTED] (877) 417-1324 Individual (Co-App)	01/ 2020	10/ 2017	10/ 2016	\$1,024	\$0 Closed 11/2019	\$0	monthly	39	0	0	0	Pays as agreed CHARGE AC COUNT - REV TRU (EFX, XPN)
INACTIVE ACCOUNT										111111111111 111111111111		
SYNCB/TOYS [REDACTED] (800) 804-2143 Individual (App)	09/ 2018	05/ 2016	04/ 2016	\$700	\$0 Closed 05/2018	\$0	monthly	29	0	0	0	Pays as agreed CHARGE AC COUNT - REV TRU (EFX, XPN)
INACTIVE ACCOUNT										111111111111 111111111111		

SYNCB/WLMRTD (855) 893-5848 Individual (App)	10/ 2019	09/ 2019	06/ 2016	\$1,600	\$0 Closed 10/2019	\$0	monthly	40	0	0	0	Pays as agreed CREDIT CA RD - REV TRU (EFX, XPN)
PURCHASED BY ANOTHER LENDER SOLD TO: CAPITAL ONE								111111111111 111111111111				

SYNCB/WLMRTD (855) 893-5848 Individual (App)	07/ 2018	01/ 2018	08/ 2017	\$2,600	\$0 Closed 03/2018	\$0	monthly	12	0	0	0	Pays as agreed CREDIT CA RD - REV TRU (EFX, XPN)
CLOSED								111111111111				

Inquiries in the Last 120 Days				
Applicant				
10/13/2023	FIRST OPTION BANK	Credit Report Broker		TRU
Co-Applclicant				
10/13/2023	FIRST OPTION BANK	Credit Report Broker		TRU
08/27/2023	SPEEDY CASH	Personal Loan Company		XPN
08/27/2023	CCF INTERMEDIATE HOL			EFX

Name Variations	
Applicant	
KELLY P BEHNKE	EFX
KELLY JEAN PETERS	EFX
KELLY PETERS BEHNKE	TRU
KELLY J PETERS	TRU
KELLY BEHNKE	XPN
KELLY P BEHNKE	XPN
KELLY J PETERS	XPN
Co-Applclicant	
CHRIS BEHNKE	XPN

Additional Information	
Applicant	
No additional information records found.	
Co-Applclicant	
No additional information records found.	

Consumer Referral Information	
EQUIFAX INFORMATION SERVICES, LLC PO BOX 740241 ATLANTA, GA 30374 800-685-1111 WWW.EQUIFAX.COM	
TRANSUNION CONSUMER SOLUTIONS PO BOX 1000 CHESTER, PA 19016 800-916-8800 WWW.TRANSUNION.COM	
EXPERIAN 701 EXPERIAN PARKWAY, PO BOX 2002 ALLEN, TX 75013 888-397-3742 WWW.EXPERIAN.COM	

Credit Bureau File Identifications	
Applicant	

KELLY JEAN BEHNKE 31297 SANTA FE RD, PAOLA, KS 66071	SSN [REDACTED]	DOB [REDACTED]	EFX
KELLY J BEHNKE 31297 SANTA FE RD, PAOLA, KS 66071	SSN [REDACTED]	DOB [REDACTED]	TRU
KELLY BEHNKE PO BOX 513038 LOS ANGELES, CA 90051-1038	SSN [REDACTED]	DOB [REDACTED]	XPX
Co-Applicant			
CHRIS M BEHNKE 31297 SANTA FE RD, PAOLA, KS 66071	SSN [REDACTED]	DOB [REDACTED]	EFX
CHRIS MARTIN BEHNKE 18088 FARLIN RD, PARKER, KS 66072	SSN [REDACTED]	DOB [REDACTED]	TRU
CHRIS BEHNKE 18088 FARLIN RD, PARKER, KS 66072-5020	SSN [REDACTED]	DOB [REDACTED]	XPX

Special Messages

Applicant		
SAFESCAN	SAFESCAN: YOUR INQUIRY HAS GONE THROUGH OUR SAFESCAN DATA BASE	EFX
OFAC ALERT	NO MATCH FOUND IN CDC'S OFAC DATABASE.	EFX
TRANS ALERT	INPUT SURNAME DOES NOT MATCH FILE	TRU
IDVISION ALERT	CURRENT INPUT MORE RECENT ADDRESS AVAILABLE FOR CONSUMER	TRU
IDVISION ALERT	INPUT INPUT CONSUMER IDENTITY ELEMENTS - VERIFIED	TRU
MILITARY LENDING ACT SEARCH	NO-MATCH TO MLA DATABASE	TRU
MILITARY LENDING ACT SEARCH	MLA SEARCH NOT PERFORMED DUE TO MISSING REQUIRED DATA	XPX
FRAUD SHIELD	INQUIRY/ONFILE CURRENT ADDRESS CONFLICT CURRENT ADDRESS RPT BY NEW TRADE ONLY	XPX
ADDRESS COUNTER	ADDRESS COUNT ACCUMULATION BEGAN 07/01/23 ADDRESS WAS USED 0 TIMES	XPX
Co-Applicant		
SAFESCAN	SAFESCAN: YOUR INQUIRY HAS GONE THROUGH OUR SAFESCAN DATA BASE	EFX
OFAC ALERT	NO MATCH FOUND IN CDC'S OFAC DATABASE.	EFX
TRANS ALERT	INPUT SURNAME DOES NOT MATCH FILE	TRU
IDVISION ALERT	CURRENT INPUT MORE RECENT ADDRESS AVAILABLE FOR CONSUMER	TRU
IDVISION ALERT	INPUT INPUT CONSUMER IDENTITY ELEMENTS - VERIFIED	TRU
MILITARY LENDING ACT SEARCH	NO-MATCH TO MLA DATABASE	TRU
MILITARY LENDING ACT SEARCH	MLA SEARCH NOT PERFORMED DUE TO MISSING REQUIRED DATA	XPX
ADDRESS COUNTER	ADDRESS COUNT ACCUMULATION BEGAN 07/01/23 ADDRESS WAS USED 0 TIMES	XPX
SOCIAL SECURITY COUNTER	SOCIAL COUNT ACCUMULATION BEGAN 07/01/23 SOCIAL WAS USED 1 TIMES	XPX

Credit Summary							
Account Type	Monthly Payments	Balances	Limits	Trades	30+	60+	90+
Revolving	0	17,977	600	19	16	9	42
Installment	0	0	0	3	0	0	0
Mortgage	0	0	0	7	1	0	0
Open/Other	0	6,412	0	2	0	0	0
Total	\$0	\$24,389	\$600	31	17	9	42
Past Due: \$24,389 Worst Trade: 9 Satisfactories: 18 Inquiries: 3 Public Records: 0 Bankruptcies: 0 Oldest Date: 10/01/88							

END OF REPORT



FIRST OPTION BANK 601 MAIN ST. OSAWATOMIE, KS 66064	Requestor ELIZABETH ANDERSON	Reference Number [REDACTED]
	Date Requested 10/13/2023	

RiskView™ Liens and Judgments Report

Applicant: KELLY J BENKE

No records available.

Co-Applicant: CHRIS M BENKE

No records available.

If you have questions regarding information provided in this report, contact LexisNexis at:

LEXISNEXIS RISK SOLUTIONS, INC.
PROVIDER: LIEN & JUDGMENT INFO, PO BOX 105108
ATLANTA, GA 30348
888-497-0011

END OF RISKVIEW™ LIENS AND JUDGMENTS REPORT

Derogatory Summary												
Creditor Account Number Owner	Reported	Last Pmt	Opened	Limit/HC	Balance	Past Due	Payment Term	Mos	30	60	90	Status Type Vendor
✓ SYNCR/CARE CREDIT [REDACTED] (866) 396-8254 Joint (App) & Joint (Co-App)	09/ 2023	01/ 2020	09/ 2013	\$8,000	\$7,187 Closed 07/2020	\$7,187	monthly	99	3	1	4	Charge Off CHARGE AC COUNT - REV EFX (TRU, XPN)
	CHARGE OFF							09/2023 - Collection 08/2023 - Collection 07/2023 - Collection 999999999999 9999999999XX				
JPMCB - CARD SERVIC E [REDACTED] (800) 945-2000 Individual (App)	09/ 2023	12/ 2019	12/ 2015	\$5,000	\$5,624 Closed 09/2020	\$5,624	monthly	92	1	1	4	Charge Off CHARGE AC COUNT - REV EFX (TRU, XPN)
	CHARGE OFF CLOSED - CREDIT GRANTOR							09/2023 - Collection 99XXXXXXXXXX XXXXXXXXXXXX				
MIDLAND CREDIT MA NAG [REDACTED] (800) 945-2000 Individual (Co-App)	10/ 2023		09/ 2020	\$4,501	\$4,501 Closed 01/2021	\$4,501	monthly	33				Collection UNKNOWN - OPN EFX (TRU, XPN)
	COLLECTION ORIG CREDITOR: CAPITAL ONE BANK USA N A							9XXXXXXXXXX XXXXXXXXXXXX				
JPMCB - CARD SERVIC E [REDACTED] (800) 945-2000 Individual (Co-App) & Authorized User (App)	10/ 2023	01/ 2020	11/ 2016	\$3,100	\$3,820 Closed 07/2023	\$3,820	monthly	49	1	1	15	Charge Off CREDIT CA RD - REV EFX (TRU, XPN)
	CHARGE OFF CLOSED - CREDIT GRANTOR							99XXXXXXXXXX XXXXXXXXXXXX				
MIDLAND CREDIT MA NAG [REDACTED] (877) 622-6361 Individual (App)	10/ 2023		08/ 2022	\$1,911	\$1,911 Closed 03/2023	\$1,911	monthly	15				Collection UNKNOWN - OPN EFX (TRU, XPN)
	COLLECTION ORIG CREDITOR: CAPITAL ONE N A							9XXXXXXXXXX XXX				

TD RCS/DISCOVERY FUR <div>Joint (App) & Joint (Co-App)</div>	09/ 2023	01/ 2020	02/ 2016	\$1,271	\$1,346 Closed 07/2023	\$1,346	monthly	91	1	1	3	Charge Off CHARGE AC COUNT - REV EFX (TRU, XPN)
	CHARGE OFF							09/2023 - Collection 08/2023 - Collection 07/2023 - Collection 999999999999 999999999999				

BANK OF AMERICA <div>Individual (App) & Authorized User (Co-App)</div>	09/ 2023	08/ 2023	12/ 2019	\$2,300	\$0 Closed 08/2021		monthly	44	2	2	5	Charge Off CREDIT CARD - REV EFX (TRU, XPN)
	ACCT PAID FOR LESS THAN FULL BALANCE PAID CHARGE OFF PAID							09/2023 - Collection 08/2023 - Collection 07/2023 - Collection 999999999999 999999955554				

BESTBUY/CBNA <div>Individual (Co-App) & Authorized User (App)</div>	07/ 2022	03/ 2022	11/ 2015	\$2,000	\$0 Closed 04/2020		monthly	80	1	1	4	Charge Off CREDIT CARD - REV EFX (TRU, XPN)
	ACCT PAID FOR LESS THAN FULL BALANCE PAID CHARGE OFF PAID							07/2022 - Collection 06/2022 - Collection 05/2022 - Collection 999999999999 999999999999				

CENLAR FEDERAL SAV <div>Individual (Co-App)</div>	07/ 2022	11/ 2020	07/ 2006	-	\$0 Closed 09/2021		360 mos	41	1	0	0	Charge Off W/O COLLATERAL - MTG EFX (TRU, XPN)
	PAID CHARGE OFF FIXED RATE PAID							06/2022 - Collection 06/2022 - Collection 05/2022 - Collection 9X999999999X XXX11111XXXX				

KOHL'S/CAPONE <div>Individual (App)</div>	09/ 2023	05/ 2023	05/ 2019	\$600	\$0	\$0	monthly	48	1	0	0	Pays as agreed CHARGE ACCOUNT - REV TRU (EFX, XPN)
								02/2023 - 30 days late 02/2023 - 30 days late 111111121111 111111111111				



Factual Data | PO Box 530090 | Atlanta, GA 30353 | Tel: 800-216-3463 | Fax: 800-688-7816

FIRST OPTION BANK 601 MAIN ST. OSAWATOMIE, KS 66064	Requestor ELIZABETH ANDERSON	Loan Number [REDACTED]	Reference Number [REDACTED]
	Date Requested 10/13/2023	Charges \$40.10	

ID CROSS CHECK

Input Information	
Applicant	KELLY J BENKE 18088 FARLIN RD PARKER, KS 66072
Co-Applicant	CHRIS M BENKE 18088 FARLIN RD PARKER, KS 66072

Summary		
Input Information	Cross Check Category	Result
Name KELLY J BENKE	Name Verification Watch Lists (includes OFAC)	<input type="radio"/> Alternate Name Found <input checked="" type="radio"/> Watch Lists Searched/No Match Found
Address 18088 FARLIN RD PARKER, KS 66072	Address Verification High Risk Address	<input checked="" type="radio"/> Address Matched <input checked="" type="radio"/> Address Cleared
Social Security Number [REDACTED]	Social Security Verification Other Identities Linked to SSN SSA Issuance SSA Death Master	<input checked="" type="radio"/> SSN Matched <input checked="" type="radio"/> Cleared/No Other IDs Linked to SSN <input checked="" type="radio"/> SSN Issued <input checked="" type="radio"/> SSN Cleared
Date of Birth	Date of Birth Verification	<input type="radio"/> No Input Provided
Phone Number	Phone Number Verification	<input type="radio"/> No Input Provided

Consumer ID Verification			
	Date First Received	Number Active Sources	Number Total Sources
<input type="radio"/> Name			
KELLY BEHNKE	12/31/1998	3	11
KELLY J BEHNKE	03/05/2007	0	1
<input checked="" type="radio"/> Address			
PO BOX 513038 LOS ANGELES, CA 90051-1038	10/11/2022	1	1
18088 FARLIN RD PARKER, KS 66072-5020	02/11/2022	1	1
31297 SANTA FE RD PAOLA, KS 66071-4815	12/31/1998	1	9
PO BOX 513018 LOS ANGELES, CA 90051-1018	08/11/2022	0	1

SYNCB/AMAZON ✓ (8 [REDACTED]) Individual (App)	11/ 2019	06/ 2019	12/ 2017	\$1,100	\$0 Closed 03/2019	\$0	monthly	23	3	0	0	30 days late CHARGE AC COUNT - REV TRU (EFX, XPN)
	CLOSED - CONSUMER							06/2019 - 30 days late 03/2019 - 30 days late 211112112111 11111112111				
SYNCB/DR POWER (8 [REDACTED] 4) Joint (App) & Joint (Co-App)	07/ 2021	07/ 2021	03/ 2019	\$3,900	\$0 Closed 07/2020		monthly	28	2	1	4	Charge Off CHARGE AC COUNT - REV EFX (TRU, XPN)
	ACCT PAID FOR LESS THAN FULL BALANCE PAID CHARGE OFF PAID							07/2021 - Collection 06/2021 - Collection 05/2021 - Collection 999999999999 9555432211XX				
SYNCB/PPC (84 [REDACTED] 1982) Individual (App)	09/ 2023	08/ 2023	01/ 2015	\$1,750	\$0 Closed 11/2022	\$0	monthly	48	1	1	3	Pays as agreed CREDIT CA RD - REV TRU (EFX, XPN)
	SETTLED FOR LESS THAN FULL BALANCE							08/2023 - 120 days late 08/2023 - 120 days late 07/2023 - 120 days late 155432111111 111111111111				

END OF DEROGATORY REPORT

	1351 CALLE AVANZADO STE 4 SAN CLEMENTE, CA 92673-6363	03/13/2020	0	1
✓	Social Security Number [REDACTED]	12/31/1998	3	12
?	Date of Birth [REDACTED]	10/15/2004	3	11
?	Phone Number [REDACTED]	10/11/2022	1	1
		03/11/2011	1	3
		08/11/2022	0	1

Other Verifications			
✓	Watch Lists (includes OFAC) KELLY J BENKE	Watch Lists Searched/No Match Found	
✓	High Risk Address 18088 FARLIN RD PARKER KS 66072	Address Cleared	
✓	SSA Issuance [REDACTED]	State of Issue CALIFORNIA	Issued Between 1974 - 1976
✓	SSA Death Master [REDACTED]	SSN Cleared	

Summary		
Input Information	Cross Check Category	Result
Name CHRIS M BENKE	Name Verification Watch Lists (includes OFAC)	? Alternate Name Found ✓ Watch Lists Searched/No Match Found
Address 18088 FARLIN RD PARKER, KS 66072	Address Verification High Risk Address	✓ Address Matched ✓ Address Cleared
Social Security Number [REDACTED]	Social Security Verification Other Identities Linked to SSN SSA Issuance SSA Death Master	✓ SSN Matched ✓ Cleared/No Other IDs Linked to SSN ✓ SSN Issued ✓ SSN Cleared
Date of Birth	Date of Birth Verification	? No Input Provided
Phone Number	Phone Number Verification	? No Input Provided

Consumer ID Verification			
	Date First Received	Number Active Sources	Number Total Sources
Name			
CHRIS MARTIN BEHNKE	01/11/2020	0	1
CHRIS M BEHNKE	08/15/2002	0	3
CHRIS BEHNKE	01/19/1999	0	6
Address			
18088 FARLIN RD PARKER, KS 66072-5020	02/11/2022	0	1
1351 CALLE AVANZADO STE 4 SAN CLEMENTE, CA 92673-6363	04/01/2020	0	1
31297 SANTA FE RD PAOLA, KS 66071-4815	01/19/1999	0	8
Social Security Number			
[REDACTED]	01/19/1999	0	9
Date of Birth			
[REDACTED]	10/15/2004	0	8
Phone Number			
[REDACTED]	03/08/2010	0	2
[REDACTED]	08/31/2007	0	1
[REDACTED]	08/19/2005	0	2
Other Verifications			
Watch Lists (includes OFAC) CHRIS M BENKE		Watch Lists Searched/No Match Found	
High Risk Address 18088 FARLIN RD PARKER KS 66072		Address Cleared	
SSA Issuance [REDACTED]	State of Issue MISSOURI	Issued Between 1982 - 1983	Input Date [REDACTED]
SSA Death Master [REDACTED]		SSN Cleared	

Disclosure: This report is governed by the Gramm-Leach-Bliley Act. It does not constitute a consumer report as defined by the Fair Credit Reporting Act (FCRA) and is not subject to the FCRA. This report should not be used to determine whether or not to extend credit or as a basis for taking any "adverse action" as that term is defined in the FCRA.

END OF ID CROSS CHECK

601 MAIN ST.
OSAWATOMIE, KS 66064

FIRST OPTION BANK
Your Credit Score and the Price
You Pay for Credit

Reference Number: 723286124591796

Applicant

KELLY J BENKE
18088 FARLIN RD
PARKER, KS 66072

Your Credit Score

Your credit
score

Source: Experian
Date: 10/13/2023

Source: Equifax
Date: 10/13/2023

Source: TransUnion
Date: 10/13/2023

Understanding Your Credit Score

What you
should know
about credit
scores

Your credit score is a number that reflects the information in your credit report.

Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.

Your credit score can change, depending on how your credit history changes.

How we use
your credit
score

Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.

The range of
scores

Experian scores range from a low of 320 to a high of 844.

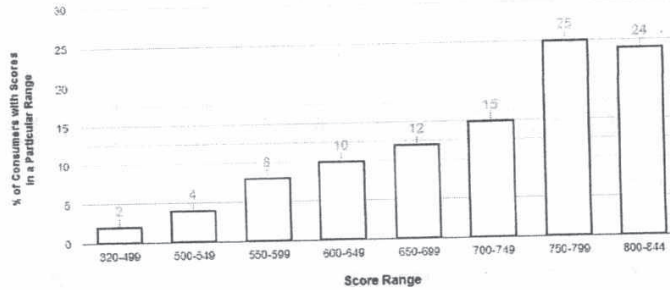
Equifax scores range from a low of 334 to a high of 818.

TransUnion scores range from a low of 309 to a high of 839.

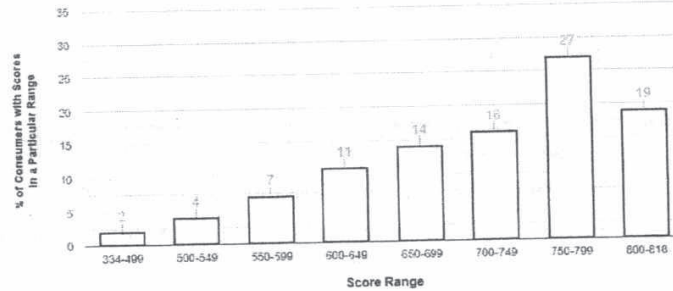
Generally, the higher your score, the more likely you are to be offered better credit terms.

How your
score
compares to
the scores of
other
consumers

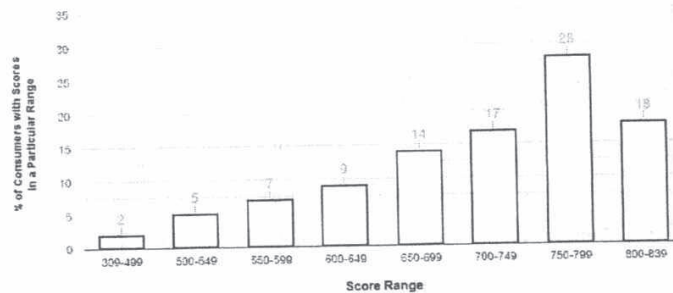
Experian



Equifax



TransUnion



Checking Your Credit Report

What if there
are mistakes
in your credit
report?

You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency.

It is a good idea to check your credit report to make sure the information it contains is accurate.

How can you
obtain a copy
of your credit
report?

Under Federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year.

To order your free annual credit report---

By telephone: Call toll-free: 1-877-322-8228

On the web: Visit www.annualcreditreport.com

Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's website at <http://www.ftc.gov/bcp/online/include/requestformfinal.pdf>) to:

By mail:
Annual Credit Report Request Service
P.O. Box 105281
Atlanta, GA 30348-5281

How can you
get more
information?

For more information about credit reports and your rights under Federal law, visit the Consumer Financial Protection Bureau's website at www.consumerfinance.gov/learnmore.

Acknowledgment

I have received the notice titled, "Your Credit Score and the Price You Pay for Credit."

Applicant's Signature: _____ **Date:** _____

Applicant's Name (Print): _____

601 MAIN ST.
OSAWATOMIE, KS 66064

FIRST OPTION BANK
Your Credit Score and the Price
You Pay for Credit

Reference Number: [REDACTED]

Applicant

CHRIS M BENKE
18088 FARLIN RD
PARKER, KS 66072

Your Credit Score

Your credit
score

Source: Equifax
Date: 10/13/2023

Source: Experian
Date: 10/13/2023

Source: TransUnion
Date: 10/13/2023

Understanding Your Credit Score

What you
should know
about credit
scores

Your credit score is a number that reflects the information in your credit report.

Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.

Your credit score can change, depending on how your credit history changes.

How we use
your credit
score

Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.

The range of
scores

Equifax scores range from a low of 334 to a high of 818.

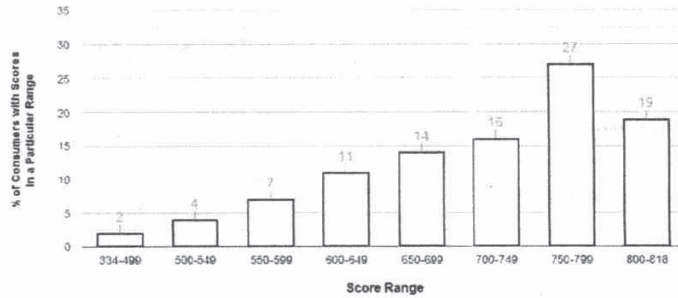
Experian scores range from a low of 320 to a high of 844.

TransUnion scores range from a low of 309 to a high of 839.

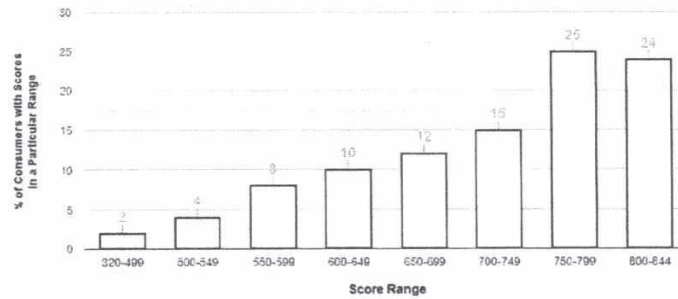
Generally, the higher your score, the more likely you are to be offered better credit terms.

How your
score
compares to
the scores of
other
consumers

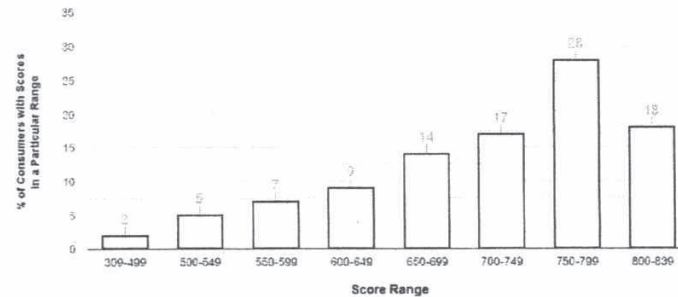
Equifax



Experian



TransUnion



Checking Your Credit Report

What if there are mistakes in your credit report?

You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency.

It is a good idea to check your credit report to make sure the information it contains is accurate.

How can you obtain a copy of your credit report?

Under Federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year.

To order your free annual credit report---

By telephone: Call toll-free: 1-877-322-8228

On the web: Visit www.annualcreditreport.com

By mail: Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's website at <http://www.ftc.gov/bcp/conline/include/requestformfinal.pdf>) to:

Annual Credit Report Request Service
P.O. Box 105281
Atlanta, GA 30348-5281

How can you get more information?

For more information about credit reports and your rights under Federal law, visit the Consumer Financial Protection Bureau's website at www.consumerfinance.gov/learnmore.

Acknowledgment

I have received the notice titled, "Your Credit Score and the Price You Pay for Credit."

Applicant's Signature: _____ **Date:** _____

Applicant's Name (Print): _____

Debt Validation Program - Please Call us back

From: Rodrigo Cervantes (admin@coastprocessing.com)

To: mainbodyworks@yahoo.com

Date: Wednesday, January 29, 2020, 03:03 PM CST

Hello Chris,

My name is Rodrigo with Coast Processing handling your Validation Program that you enrolled with Ryan.

I was calling to complete your welcome call and go over the program with you and see if you have any questions. We can not properly work on your case until we complete this call. If you could please return my call at your earliest convenience I would greatly appreciate it. My office number is (949) 229-6262.

Thank you Chris. I look forward to working with you on this process.

Best Regards,

Coast Processing Team

Po Box 74090

San Clemente, CA 92673

<http://coastprocessing.com>

PHONE: +1 888-410-6656

+1 949-229-6262

FAX: +1 949-415-7816



Coast Processing Legal Department
1-949-715-0644

Coast Processing Contact Information

From: admin@coastprocessing.com

To: mainbodyworks@yahoo.com

Date: Wednesday, January 29, 2020, 06:08 PM CST

Dear Chris,

Thank you so much for enrolling in our Debt Validation Program . We are very excited to be working with you. Please find our contact information below:

Emails:

Admin@Coastprocessing.com

Phone numbers:

1(888) 410-6656

1(949) 229-6262

Fax:

1(949) 415-7816 *

Mailing Address:

P.O. Box 74090

San Clemente, CA 92673

We appreciate your time and thank you again for your business.

Best regards,

Coast Processing Team

P.O. Box 74090

San Clemente, CA 92673

<http://coastprocessing.com>

PHONE: +1 888-410-6656

+1 949-229-6262

FAX: +1 949-415-7816

Re: Deleting My debt

From: Coast Processing (admin@coastprocessing.com)

To: mainbodyworks@yahoo.com

Date: Monday, March 8, 2021, 04:01 PM CST

Hello,

We will have someone in the Customer Service Department reach out to you.

Best Regards,

Coast Processing Team

**Po Box 74090
San Clemente, CA 92673**

<http://coastprocessing.com>

PHONE: +1 888-410-6656

+1 949-229-6262

FAX: +1 949-415-7816



On Thu, Mar 4, 2021 at 3:42 PM Kelly Behnke <mainbodyworks@yahoo.com> wrote:

To whom it may concern:

I have set up 2 different appointments to receive a phone call. The first appointment was set for January 29th 2020 at 3:50pm and the second appointment was made for today March 4th at 3:50pm regarding the recent email that I have receive. The email is stating that I need to sign and agree to allow EPPS, LLC and service providers to Transfer and deposit funds as well as distributing funds from my account. On the next page it states that I have requested that you delete the following debts under this agreement :

Capital one

Capital one

Synchrony

Then it lists a new payment schedule and I can see that my payment had lowered but due to the fact that I have made appointments with your service to discuss clarification on the Emil that I received I am very angry that I am blatantly being ignored. I am making the effort to follow the guided way you suggest to communicate with you and your company with no effort on your end to help me understand what exactly is going on here. I do not like the language and the unclear email that you sent me regarding this issue. I would like some answers before the payment is due to be ACH out of my account on the 18th of this month.

Called - Alex -
Term of contract -
Called -
Alex -
Called litigation Practice Group
Brand Guggly 1040 Exten
12/15/20 / 12/31/20 - Susan -
Call the
told me to
Call the
12/15/20 / 12/31/20 - Susan -
1949-715-0644
- Cay Small - Lisa Pats 1016
1037 -

Payment Confirmation – Debt Resolution Program

From: payment@coastprocessing.com

To: mainbodyworks@yahoo.com

Date: Tuesday, March 23, 2021, 08:00 AM CDT

Hi Chris,

Your payment of \$269.27 has been processed on 03/18/2021.

We are thrilled with the progress you have made with our program and look forward to seeing you succeed. If you have any questions, please feel free to reach out to us at any time. It is a pleasure working with you Chris.

Coast Processing Team with Litigation Practice Group

P.O. Box 74090

San Clemente, CA 92673

<http://coastprocessing.com>

PHONE: +1 888-410-6656

+1 949-229-6262

FAX: +1 949-415-7816



Case 8:23-bk-10571-SC Claim 1402 Filed 10/17/23 Desc Main Document Page 1 of 3

Fill in this information to identify the case:

Debtor 1	The Litigation Practice Group P.C.
Debtor 2	
(Spouse, if filing)	
United States Bankruptcy Court	Central District of California
Case number:	23-10571

FILED
U.S. Bankruptcy Court
Central District of California
10/17/2023
Kathleen J. Campbell, Clerk

Official Form 410
Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	Chris Behnke Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor Kelly Behnke	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom?	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Chris Behnke Name 18088 Farlin Rd Parker, KS 66072-1808 Contact phone 9137313096 Contact email mainbodyworks@yahoo.com Uniform claim identifier for electronic payments in chapter 13 (if you use one):	Where should payments to the creditor be sent? (if different) Name Contact phone Contact email
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) Filed on MM/DD/YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing?	

Official Form 410

Proof of Claim

page 1

EXHIBIT 9
PAGE 177

Case 8:23-bk-10571-SC Claim 1402 Filed 10/17/23 Desc Main Document Page 2 of 3

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	\$ 10103.87	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information. Did not provide debt validation as agreed	
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable	
10. Is this claim based on a lease?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition.	\$ 10103.87
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____	

Official Form 410

Proof of Claim

page 2

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input checked="" type="checkbox"/> No	
	<input type="checkbox"/> Yes. Check all that apply:	Amount entitled to priority
	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$
	<input type="checkbox"/> Up to \$3,350 * of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$
	<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150 *) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$
	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies	\$	
* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.		

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:

- ☒ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/17/2023
MM / DD / YYYY

/s/ KELLY BEHNKE

Signature

Print the name of the person who is completing and signing this claim:

Name KELLY BEHNKE

First name Middle name Last name

Title _____

Company Main Body Works LLC

Identify the corporate servicer as the company if the authorized agent is a servicer

Address 564 Main St

Number Street
OSAWATOMIE, KS 66064

City State ZIP Code

Contact phone 9137553768 Email mainbodyworks@yahoo.com

Synchrony Bank

vs.

Chris Behnke

Card 6463

ELECTRONICALLY FILED

2021 Mar 17 AM 10:11
CLERK OF THE MIAMI COUNTY
CASE NUMBER: 2020-LM-000372
PII COMPLIANT

ALIAS SUMMONS

To the above-named Defendant/Respondent:

COPY

**Chris Behnke
31297 Santa Fe Rd
Paola, KS 66071-4815**

You are hereby notified that a lawsuit commenced against you will be on this court's docket at 09:00 AM, on 04/28/2021, to be held at the following location:

Miami County
Miami County Courthouse
120 S Pearl
Paola, KS 66071

If you do not appear before this court or file an answer at such time, judgment by default will be taken against you for the relief demanded in the petition.

If you intend to appear at such time and dispute the petition, you must file an answer with the clerk of this court within 14 days thereafter.

If you are not represented by an attorney, the answer shall be signed by you. The answer shall state the following:

- (1) what the dispute is;
- (2) any affirmative defenses you have to the claim; and
- (3) your (or your attorney's) current address, phone number, fax phone number, and e-mail address.

You must also promptly send a copy of your answer to the plaintiff's attorney or the plaintiff, if the plaintiff has no attorney.

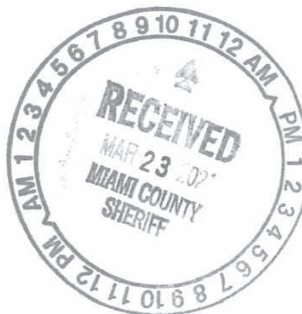
Donna Letto

Clerk of the District Court

Electronically signed on 03/17/2021 10:12:05 AM

Documents to be served with the Summons:

PLE: Petition Petition PLE: Petition



3

Case # _____

Service type _____ County _____

Vs _____

RETURN ON SERVICE OF SUMMONS

I hereby certify that I have served this summons in the following manner:

(1) Personal Service. By delivering a copy of such summons and petition to each of the following defendants on the date indicated: _____

(2) Residence Service. By leaving a copy of such summons and petition at the usual place of residence of each of the following defendants with some person of suitable age and discretion residing therein on the dates indicated: _____

(3) Agent Service. By delivering a copy of such summons and petition to each of the following agents authorized by appointment or by law to receive service of process on the dates indicated: _____

(4) Residence Service and Mailing. By leaving a copy of such summons and petition at the usual place of residence of each of the following defendants and mailing by first-class mail on the dates indicated a notice that such copy has been so left: _____

(5) Return Receipt Delivery Refused. By mailing on the _____ day of _____, _____, a copy of the summons and petition by first-class mail, postage prepaid, addressed to the following at the following address: _____

(6) No Service. The following defendants were not served: _____

Pursuant to K.S.A. 53-601, as amended, I declare under the penalty of perjury that the foregoing is true and correct.

EXECUTED on _____, _____.

Signature & Title of Officer or
Process Server

93099725 NE

IN THE DISTRICT COURT OF MIAMI COUNTY, KANSAS

SYNCHRONY BANK

Plaintiff

VS.

CHRIS BEHNKE A/K/A CHRIS M.
BEHNKE

Defendant(s) .

PETITION FOR BREACH OF CONTRACT AND ACCOUNT STATED

Count 1 - Breach of Contract

1. Plaintiff SYNCHRONY BANK is a federally chartered savings bank duly organized and existing under the law.
2. Defendant CHRIS BEHNKE A/K/A CHRIS M. BEHNKE is a resident of MIAMI County, State of Kansas.
3. Plaintiff and Defendant entered into a contract for

This communication is from debt collector attempting to collect a debt, and any information obtained will be used for that purpose.

Page 1 of 5

93099725 NE

Plaintiff to provide Defendant with a(n) CARECREDIT Credit card account (Account No. XXXX-6463) under which Defendant agreed to pay per the terms of the credit card account agreement ("Contract"). A copy of the Contract is attached as an Exhibit.

4. The Contract was provided by Plaintiff to Defendant.

5. Defendant agreed to the terms of the Contract by the subsequent use of the credit card and/or making payments, thereby agreeing to pay Plaintiff for all amounts due resulting from use of the credit card.

6. Plaintiff has performed, or substantially performed, all of its obligations and conditions precedent, if any, under the Contract.

7. Defendant has breached the Contract by failing to make the payments to Plaintiff as required by the Contract, and Plaintiff has been damaged in the amount of \$4072.41, plus interest of \$3114.88, per the copy of a statement attached as an Exhibit.

WHEREFORE, Plaintiff prays judgment against Defendant in the amount of \$4072.41, plus interest and court costs.

Count 2 - Account Stated (Alternative)

1. Plaintiff incorporates by reference herein paragraphs 1 and 2 of Count 1 above.

This communication is from debt collector attempting to collect a debt, and any information obtained will be used for that purpose.

Page 2 of 5

93099725 NE

2. Plaintiff provided to Defendant monthly a(n) CARECREDIT credit card account.

3. Plaintiff sent Defendant monthly statements for the credit card account.

4. Defendant did not object or otherwise dispute the balance due on the monthly statements.

5. As a result, Defendant agreed that the stated balance due of \$4072.41, plus interest of \$3114.88, is the amount due to Plaintiff from Defendant on the credit card account, per the copy of a statement attached as an Exhibit.

This communication is from debt collector attempting to collect a debt, and any information obtained will be used for that purpose.

Page 3 of 5

93099725 NE

6. Defendant failed to pay Plaintiff the agreed balance due.

WHEREFORE, Plaintiff prays judgment against Defendant in the amount of \$4072.41, plus interest and court costs.

KRAMER & FRANK, P.C.



By

SEAN A. MCELWAIN, SC# 27034
Attorneys for Plaintiff
1420 NW Vivion Rd, Suite 105
Kansas City, MO 64118-4511
Telephone: (816) 471-0030
Fax: (816) 472-0963
E-mail: 93099725@lawusa.com

CONTACT PERSON:

HEATHER GREY

(314) 991-1835 ext 6126 File #: 93099725

PAY ONLINE:

<http://www.kfpay.com>

This communication is from debt collector attempting to collect a debt, and any information obtained will be used for that purpose.

Page 4 of 5

93099725 NE

Certificate of Compliance

The undersigned certifies that the original of this document was signed and an electronic copy of it was presented to the Court for filing.

/s/ SEAN A. MCELWAIN, SC# 27034

SEAN A. MCELWAIN, SC# 27034
Kramer & Frank, PC.

This communication is from debt collector attempting to collect a debt, and
any information obtained will be used for that purpose.
Page 5 of 5

In _____ Court
_____ Judicial (Circuit/District)

Creditor Name: Synchrony Bank
Debtor Name: BEHNKE, CHRIS
Account Number: *

BEHCHSYN

AFFIDAVIT OF ACCOUNT BALANCE

STATE OF FLORIDA
:SS
COUNTY OF SEMINOLE

BEFORE ME, the undersigned authority personally appeared and personally known by me, this
day, Zondria S. Jones and who after being duly sworn depose and says as follows:

1. I am a competent person over eighteen years of age. I am an employee of Synchrony Bank, which is the Creditor for the account identified above. I am authorized to make this Affidavit.
2. I have personal knowledge of the facts set forth in this affidavit.
3. The business records maintained by Synchrony Bank in the ordinary course of its business show that as of the date of this affidavit, the unpaid balance of Debtor's account is \$7,187.29.
4. The business records maintained by Synchrony Bank in the ordinary course of its business show that as of the date of this affidavit the last payment was received from the Debtor on 1/21/2020 in the amount of \$300.00.
5. The business records maintained by Synchrony Bank in the ordinary course of its business show that the account of the Debtor was charged off on 7/19/2020 in the amount of \$7,187.29.
6. Based on my search of the Department of Defense Service members Civil Relief Act (SCRA) website, it is my belief that the Debtor is not in military service.

I declare under the penalty of perjury that the foregoing is true and correct.

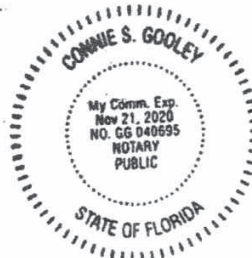
Zondria S. Jones
Zondria S. Jones
MEDIA REPRESENTATIVE-Affiant

9/29/2020

The forgoing affidavit sworn to and subscribed before me this 29 Day of September, 2020.

Connie S. Gooley
Notary Public

My commission expires: 11-21-20



Department of Defense Manpower Data Center

Results as of: Sep-29-2020 07:26:51 AM

SCRA 5.6



Status Report
Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-8517
Birth Date: Jul-XX-1966
Last Name: BEHNKE
First Name: CHRIS
Middle Name:
Status As Of: Sep-29-2020
Certificate ID: BTQKHL03NLVRKRM

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Temp B1
[RT20280A]

SYNCHRONY BANK
CREDIT CARD AGREEMENT
PRICING INFORMATION ADDENDUM

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	26.99% The daily rate for purchases is 0.07395%.
Paying Interest	Your due date is at least 23 days after the close of each billing period. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on promotional purchases on the purchase date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$2.00.

Fees	
Transaction Fees	Not Applicable
Penalty Fees <ul style="list-style-type: none">Late Payment	Up to \$40 The amount of the late payment fee will be equal to: (1) \$29 if you have paid at least your total minimum payment due by the due date in each of the prior six billing cycles or (2) \$40 if you have failed to pay at least the total minimum payment due by the due date in any one or more of the prior six billing cycles. However, if the late payment fee would exceed the total minimum payment for which the late payment fee is assessed, the amount of the late payment fee will instead be equal to the amount of the total minimum payment that was due.
<ul style="list-style-type: none">Returned Payment	Not Applicable

How We Will Calculate Your Balance: We use a method called "daily balance". See your Credit Card Agreement for more details.

CARECREDIT
[RTWF850042C]

CARECREDIT CREDIT CARD ACCOUNT AGREEMENT

T&C-PLCC
ORG 20984 CC TEMP VERSION 3
1/1/1900 - 10/2/2017

SECTION I: RATES AND FEES TABLE

Information from Section I of this Agreement is provided in the accompanying Pricing Information Addendum.
SECTION II: RATES, FEES AND PAYMENT INFORMATION OF THE CARECREDIT CREDIT CARD ACCOUNT AGREEMENT

How Interest Is Calculated	
Your Interest Rate	We use a daily rate to calculate the interest on the balance on your account each day. The daily rate for purchases is the APR times 1/365. Interest will be imposed in amounts or at rates not in excess of those permitted by applicable law. See the accompanying Pricing Information Addendum for your specific APR.
When We Charge Interest	<p>We charge interest on your purchases from the date you make the purchase until you pay the purchase in full. See exceptions below.</p> <ul style="list-style-type: none"> We will not charge you interest during a billing cycle on any non-promotional purchases if: <ol style="list-style-type: none"> You had no balance at the start of the billing cycle; OR You had a balance at the start of the billing cycle and you paid that balance in full by the due date in that billing cycle. <p>We always charge interest on promotional purchases and their related fees from the date you make the purchase.</p> <ul style="list-style-type: none"> We will credit, as of the start of the billing cycle, any payment you make by the due date that we allocate to non-promotional purchases if: <ol style="list-style-type: none"> You had no balance at the start of the previous billing cycle; OR You had a balance at the start of the previous billing cycle and you paid that balance in full by the due date in the previous billing cycle.
How We Calculate Interest	<p>We figure the interest charge on your account separately for each balance type. We do this by applying the daily rate to the daily balance for each day in the billing cycle. A separate daily balance is calculated for the following balance types, as applicable: purchases and balances subject to different interest rates, plans or special promotions. See below for more details on how this works.</p> <ol style="list-style-type: none"> How to get the daily balance. We take the starting balance each day, add any new charges and fees, and subtract any payments or credits. This gives us the daily balance. Debt cancellation fees, if any, and late payment fees are treated as new purchases. How to get the daily interest amount. We multiply each daily balance by the daily rate that applies. How to get the starting balance for the next day. We add the daily interest amount in step 2 to the daily balance from step 1. How to get the interest charge for the billing cycle. We add all the daily interest amounts that were charged during the billing cycle for each balance type. <p>We charge a minimum interest in any billing cycle in which you owe interest. Interest, as calculated above, is added as applicable to each balance type. Minimum interest charges in excess of the calculated interest are treated as new purchases. See the accompanying Pricing Information Addendum for the amount of your minimum interest charge.</p>

How Fees Work	
Late Payment Fee	See the accompanying Pricing Information Addendum for the amount of this fee.

Minimum Payment Calculation

See the accompanying Variable Terms Addendum for how your total minimum payment is calculated.

Special Promotional Financing Offer Information

At times, we may offer you special financing promotions for certain transactions ("special promotions"). The terms of this Agreement apply to any special promotions. However, any special promotional terms that are different than the terms in this Agreement will be explained on promotional advertising or other disclosures provided to you. Below is a description of certain special promotions that may be offered:

• No Interest if Paid in Full Within 6 Months	<p>For each promotion, if the promotional purchase is not paid in full within the promotional period, interest will be imposed from the date of purchase at the APR that applies to your account when the promotional purchase is made.</p> <p>See the accompanying Pricing Information Addendum for your specific APR.</p>
• No Interest if Paid in Full Within 12 Months	
• No Interest if Paid in Full Within 18 Months	
• No Interest if Paid in Full Within 24 Months	

When you make a qualifying purchase under one of these promotions, no interest will be charged on the purchase if you pay the promotional purchase in full within the applicable promotional period. If you do not, interest will be charged on the promotional purchase from the date of the purchase. A minimum purchase amount may be required for promotional offers longer than 6 months Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional balance. Offers are subject to credit approval. These promotional offers may not be available at all providers or at all times for all purchases. Please see any special promotion advertising or other disclosures provided to you for the full terms of any special promotion offered.

SECTION III: STANDARD PROVISIONS OF THE CARECREDIT CREDIT CARD ACCOUNT AGREEMENT

ABOUT THE CREDIT CARD ACCOUNT AGREEMENT

This Agreement. This is an Agreement between you and Synchrony Bank, 170 Election Road, Suite 125, Draper, UT 84020, for your credit card account. By opening or using your account, you agree to the terms of the entire Agreement. The entire Agreement includes the four sections of this document and the application you submitted to us in connection with the account. These documents replace any other agreement relating to your account that you or we made earlier or at the same time.

Parties To This Agreement. This Agreement applies to each accountholder approved on the account and each of you is responsible for paying the full amount due, no matter which one uses the account. We may treat each of you as one accountholder and may refer to each of you as "you" or "your". Synchrony Bank may be referred to as "we", "us" or "our".

Changes To This Agreement. We may change, add or delete terms of this Agreement, including interest rates, fees and charges.

Special Promotions. The terms of this Agreement apply to any special promotion. However, any special promotional terms that are different than the terms in this Agreement will be explained on promotional advertising or other disclosures provided to you.

HOW TO USE YOUR ACCOUNT/CARD

Use Of Your Account. You may use your account only for lawful personal, family or household purposes. You may use your account for purchases from providers that accept the card. You Promise To Pay. You promise to pay us for all amounts owed to us under this Agreement.

Your Responsibility. Each accountholder will receive a card. You may not allow anyone else to use your account. If you do, or if you ask us to send a card to someone else, you will be responsible for paying for all charges resulting from their transactions.

Purchase Limits. To prevent fraud, we may limit the number or dollar amount of purchases you can make in any particular amount of time. We also may decline any particular charge on your account for any reason.

Credit Limit. You will be assigned a credit limit that we may increase or decrease from time to time. If we approve a purchase that makes you go over your credit limit, we do not give up any rights under this Agreement and we do not treat it as an increase in your credit limit.

HOW AND WHEN TO MAKE PAYMENTS

When Payments Are Due. You must pay at least the total minimum payment due on your account by 5 p.m. (ET) on the due date of each billing cycle. Payments received after 5 p.m. (ET) will be credited as of the next day. You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. If you have a balance subject to interest, earlier payment may reduce the amount of interest you will pay. We may delay making credit available on your account in the amount of your payment even though we will credit your payment when we receive it.

Payment Options. You can pay by mail, online or at certain dealers/merchants/retailers that accept the card and payments. We may allow you to make payments over the phone but we will charge you a fee to make expedited phone payments. Your payment must be made in U.S. dollars by physical or electronic check, money order or a similar instrument from a bank located in the United States.

How To Make A Payment. You must follow the instructions for making payments provided on your billing statement. If you do not, credit of your payment may be delayed up to five days. Your billing statement also explains how information on your check is used.

Payment Allocation. We will apply the required total minimum payment to balances on your account using any method we choose. Any payment you make in excess of the required total minimum payment will be applied to higher APR balances before lower APR balances. Applicable law may require or permit us to apply excess payments in a different manner in certain situations, such as when your account has a certain type of special promotion.

INFORMATION ABOUT YOU

Using and Sharing Your Information. When you applied for an account, you gave us, providers that accept the card and program sponsors information about yourself that we could share with each other. Providers that accept the card and program sponsors (and their respective affiliates) will use the information in connection with the credit program and for things like creating and updating their records and offering you special benefits. More information about how we use and share information is set forth in the privacy policy for your account.

Address/Phone Change. You agree to tell us right away if you change your address or phone number(s). We will contact you at the address or phone number in our records until we update our records with your new address or phone number.

Consent to Communications. You consent to us contacting you using all channels of communication and for all purposes. We will use the contact information you provide to us. You also consent to us and any other owner or servicer of your account contacting you using any communication channel. This may include text messages, automatic telephone dialing systems and/or an artificial or prerecorded voice. This consent applies even if you are charged for the call under your phone plan. You are responsible for any charges that may be billed to you by your communications carriers when we contact you.

Telephone Monitoring. For quality control, you allow us to listen to or record telephone calls between you and us.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Closing Your Account. You may close your account at any time by sending a letter to the address shown on your billing statement or calling customer service. We may close your account at any time, for any reason. If your account is closed, you must stop using it. You must still pay the full amount you owe and this Agreement will remain in effect until you do.

Collection Costs. If we ask an attorney who is not our salaried employee to collect your account, we may charge you our collection costs. These include court costs and reasonable attorneys' fees.

Credit Bureau Reporting. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be shown in your credit report. Tell us if you think we reported wrong information about you to a credit bureau. Write to us at Synchrony Bank, P.O. Box 965036, Orlando, FL 32896-5036. Tell us what information is wrong and why you think it is wrong. If you have a copy of the credit report that includes the wrong information, send us a copy.

Default. You are in default if you make a late payment, do not follow any other term of this Agreement or become bankrupt or insolvent. If you default or upon your death, we may (a) request payment of the full amount due right away, (b) take legal action to collect the amounts owed, and/or (c) take any other action allowed.

Disputed Amounts. The billing rights summary in section IV of this Agreement describes what to do if you think there is a mistake on your bill. If you send us correspondence about a disputed amount or payment, you must send it to the address for billing inquiries. We do not give up any rights under this Agreement if we accept a payment marked "payment in full" or given with any other conditions or limitations.

Unauthorized Use. If your card is lost, stolen or used without your consent, call us immediately at 1-866-396-8254. You will not be liable for unauthorized use on your account, but you will be responsible for all use by anyone you give your card to or allow to use your account.

IMPORTANT INFORMATION ABOUT THIS AGREEMENT

Assignment. We may sell, assign or transfer any or all of our rights or duties under this Agreement or your account, including our rights to payments. We do not have to give you prior notice of such action. You may not sell, assign or transfer any of your rights or duties under this Agreement or your account.

Enforceability. If any part of this Agreement is found to be void or unenforceable, all other parts of this Agreement will still apply.

Governing Law. Except as provided in the Resolving a Dispute with Arbitration section, this Agreement and your account are governed by federal law and, to the extent state law applies, the laws of Utah without regard to its conflicts of law principles. This Agreement has been accepted by us in Utah.

Waiver. We may give up some of our rights under this Agreement. If we give up any of our rights in one situation, we do not give up the same right in another situation.

RESOLVING A DISPUTE WITH ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. IF YOU DO NOT REJECT IT, THIS SECTION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO INDIVIDUAL ARBITRATION. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED.

• **What claims are subject to arbitration**

1. If either you or we make a demand for arbitration, you and we must arbitrate any dispute or claim between you or any other user of your account, and us, our affiliates, agents and/or providers that accept the card or program sponsors if it relates to your account, except as noted below.
2. We will not require you to arbitrate: (1) any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court; or (2) a case we file to collect money you owe us. However, if you respond to the collection lawsuit by claiming any wrongdoing, we may require you to arbitrate.
3. Notwithstanding any other language in this section, only a court, not an arbitrator, will decide disputes about the validity, enforceability, coverage or scope of this section or any part thereof (including, without limitation, the next paragraph of this section and/or this sentence). However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide.

• **No Class Actions**

YOU AGREE NOT TO PARTICIPATE IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION AGAINST US IN COURT OR ARBITRATION. ALSO, YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF ANY ACCOUNTHOLDER WHO IS NOT AN ACCOUNTHOLDER ON YOUR ACCOUNT, AND YOU AGREE THAT ONLY ACCOUNTHOLDERS ON YOUR ACCOUNT MAY BE JOINED IN A SINGLE ARBITRATION WITH ANY CLAIM YOU HAVE.

If a court determines that this paragraph is not fully enforceable, only this sentence will remain in force and the remainder will be null and void, and the court's determination shall be subject to appeal. This paragraph does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers, including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency.

• **How to start an arbitration, and the arbitration process**

1. The party who wants to arbitrate must notify the other party in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. Otherwise, your notice must be sent to Synchrony Bank, Legal Operation, P.O. Box 29110, Shawnee Mission, KS 66201-5320, ATTN: ARBITRATION DEMAND. The party seeking arbitration must select an arbitration administrator, which can be either the American Arbitration Association (AAA), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, 1-800-778-7879, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, 1-800-352-5267. If neither administrator is able or willing to handle the dispute, then the court will appoint an arbitrator.
2. If a party files a lawsuit in court asserting claim(s) that are subject to arbitration and the other party files a motion with the court to compel arbitration, which is granted, it will be the responsibility of the party asserting the claim(s) to commence the arbitration proceeding.
3. The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a lawyer with at least ten years of legal experience. Once appointed, the arbitrator must apply the same law and legal principles, consistent with the FAA, that would apply in court, but may use different procedural rules. If the administrator's rules conflict with this Agreement, this Agreement will control.
4. The arbitration will take place by phone or at a reasonably convenient location. If you ask us to, we will pay all the fees the administrator or arbitrator charges, as long as we believe you are acting in good faith. We will always pay arbitration costs, as well as your legal fees and costs, to the extent you prevail on claims you assert against us in an arbitration proceeding which you have commenced.

• **Governing Law for Arbitration**

This Arbitration section of your Agreement is governed by the Federal Arbitration Act (FAA). Utah law shall apply to the extent state law is relevant under the FAA. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award.

• **How to reject this section**

You may reject this Arbitration section of your Agreement. If you do that, only a court may be used to resolve any dispute or claim. To reject this section, you must send us a notice within 60 days after you open your account or we first provided you with your right to reject this section. The notice must include your name, address and account number, and must be mailed to Synchrony Bank, P.O. Box 965012, Orlando, FL 32896-5012. This is the only way you can reject this section.

SECTION IV: OTHER IMPORTANT INFORMATION OF THE CARECREDIT CREDIT CARD ACCOUNT AGREEMENT

This section of this Agreement includes state notices, billing rights summary and rewards terms (if applicable) and is not required to be provided as part of the request for customer agreement.

CARECREDIT
[RTWF850042C]
T&C-PLCC
ORG 20984 CC TEMP VERSION 3
1/1/1900 - 10/2/2017

SYNCHRONY BANK
VARIABLE TERMS ADDENDUM

Minimum Payment Calculation. Your total minimum payment will be calculated as follows:

The sum of:

a. The greater of either:

(i) \$29; OR

(ii) 3.25% of the new balance shown on your billing statement; OR

(iii) The sum of 1% of your new balance shown on your billing statement plus interest and late payment fees charged in the current billing cycle; PLUS

b. Any past due amounts; PLUS

c. Any payment due in connection with a special promotional purchase with a unique payment calculation.

We round up to the next highest dollar in figuring your total minimum payment. Your total minimum payment will never be more than your new balance.

[29/3.25+].VTA]

On the court records website it doesn't show that you've been served by the Sheriff yet on that case? Have you received one set of papers so far or two?

Cary Smalley

The Smalley Law Firm, LLC

11 Park Renaissance

7015 College Blvd. Ste. 375

Overland Park, KS 66211

P: (913) 601-3549

F: (913) 345-2557

www.thesmalleylawfirm.com

This message is intended only for the use of the person or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately.

NOTE: The Missouri Bar Disciplinary Counsel requires all Missouri lawyers to notify all recipients of e-mail that (1) e-mail communication is not a secure method of communication; (2) any e-mail that is sent to you or by you may be copied and held by various computers it passes through as it goes from me to you or vice versa; (3) persons not participating in our communication may intercept our communication by improperly accessing your computer or my computer or even some computer unconnected to either of us which the e-mail passes through. I am communicating to you via e-mail because you have consented to receive communications via this medium. If you change your mind and want future communications to be sent in a different fashion, please contact us AT ONCE.

From: mainbodyworks <mainbodyworks@yahoo.com>

Sent: Tuesday, December 8, 2020 7:38 AM

To: Cary Smalley <cary@thesmalleylawfirm.com>

Subject: RE: papers

Can you contact them to find out what is going on.

Sent from my Verizon, Samsung Galaxy smartphone

IN THE DISTRICT COURT OF MIAMI COUNTY, KANSAS

SYNCHRONY BANK,

Plaintiff,

VS.

CHRIS BEHNKE,

Defendant(s).

Case No. 2020-LM-000372

DISMISSAL

On this day, January 27th, 2021, the above entitled case is Dismissed Without Prejudice.

By:

Judge of the District Court

1-942-915-7816
6463
Synchrony Bank

vs.

Chris Behnke

ELECTRONICALLY FILED

2020 Oct 13 AM 9:18

CLERK OF THE MIAMI COUNTY DISTRICT COURT
CASE NUMBER: 2020-LM-000374

SUMMONS

Chapter 61 - Service by the Sheriff

COPY

To the above-named Defendant/Respondent:

Chris Behnke
31297 Santa Fe Rd
Paola, KS 66071-4815



You are hereby notified that a lawsuit commenced against you will be on this court's docket at 09:00 AM, on 11/25/2020, to be held at the following location:

Miami County District Court
Miami County Courthouse
120 S Pearl
Paola, KS 66071

If you do not appear before this court or file an answer at such time, judgment by default will be taken against you for the relief demanded in the petition.

If you intend to appear at such time and dispute the petition, you must file an answer with the clerk of this court within 14 days thereafter.

If you are not represented by an attorney, the answer shall be signed by you. The answer shall state the following:

- (1) what the dispute is;
- (2) any affirmative defenses you have to the claim; and
- (3) your (or your attorney's) current address, phone number, fax phone number, and e-mail address.

You must also promptly send a copy of your answer to the plaintiff's attorney or the plaintiff, if the plaintiff has no attorney.

Donna Settle

Clerk of the District Court

Electronically signed on 10/13/2020 09:28:46 AM

Documents to be served with the Summons:

PLE: Petition Petition

Synchrony Bank
vs.
Chris Behnke

SUMMONS

ELECTRONICALLY FILED
2020 Oct 13 AM 9:18
CLERK OF THE MIAMI COUNTY DISTRICT COURT
CASE NUMBER: 2020-LM-000374

COPY

Chapter 61 - Service by the Sheriff



To the above-named Defendant/Respondent:

Chris Behnke
31297 Santa Fe Rd
Paola, KS 66071-4815

You are hereby notified that a lawsuit commenced against you will be on this court's docket at 09:00 AM, on 11/25/2020, to be held at the following location:

Miami County District Court
Miami County Courthouse
120 S Pearl
Paola, KS 66071

If you do not appear before this court or file an answer at such time, judgment by default will be taken against you for the relief demanded in the petition.

If you intend to appear at such time and dispute the petition, you must file an answer with the clerk of this court within 14 days thereafter.

If you are not represented by an attorney, the answer shall be signed by you. The answer shall state the following:

(1) what the dispute is;

(2) any affirmative defenses you have to the claim; and

(3) your (or your attorney's) current address, phone number, fax phone number, and e-mail address.

You must also promptly send a copy of your answer to the plaintiff's attorney or the plaintiff, if the plaintiff has no attorney.

Donna Miller

Clerk of the District Court

Electronically signed on 10/13/2020 09:28:46 AM

Documents to be served with the Summons:

PLE: Petition

(2) Residence Service. By leaving a copy of such summons and petition at the usual place of residence of each of the following defendants with some person of suitable age and discretion residing therein on the dates indicated: _____

(3) Agent Service. By delivering a copy of such summons and petition to each of the following agents authorized by appointment or by law to receive service of process on the dates indicated: _____

(4) Residence Service and Mailing. By leaving a copy of such summons and petition at the usual place of residence of each of the following defendants and mailing by first-class mail on the dates indicated a notice that such copy has been so left: _____

(5) Return Receipt Delivery Refused. By mailing on the _____ day of _____, _____, a copy of the summons and petition by first-class mail, postage prepaid, addressed to the following at the following address.:

(6) No Service. The following defendants were not served:

Pursuant to K.S.A. 53-601, as amended, I declare under the penalty of perjury that the foregoing is true and correct.

EXECUTED on _____, _____.

Signature & Title of Officer or
Process Server

BEHCHSYN NE
IN THE DISTRICT COURT OF MIAMI COUNTY, KANSAS

SYNCHRONY BANK)	
)	
Plaintiff)	Case Number 2020-LM-000372
)	
vs.)	
)	
CHRIS BEHNKE A/K/A CHRIS M.)	
BEHNKE)	
)	
Defendant.)	

DISMISSAL

Comes now Plaintiff, by its counsel, pursuant to K.S.A.
60 - 241(a)(1), and hereby dismisses its action without
prejudice at Plaintiff's costs, due to double filing.

KRAMER & FRANK, P.C.

/S/ SEAN A. MCELWAIN
By _____
SEAN A. MCELWAIN, SC# 27034
Attorneys for Plaintiff
1420 NW Vivion Rd, Ste. 105
Kansas City, MO 64118-4511
Phone: (816) 471-0030
E-mail: 93099725@lawusa.com
October 15, 2020
BEHCHSYN NE

This Order is Effective as of the date and time shown on the electronic
File Stamp.

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for
that purpose.

ELECTRONICALLY FILED

2020 Oct 15 PM 12:01

CLERK OF THE MIAMI COUNTY DISTRICT COURT

CASE NUMBER: 2020-LM-000374



Court: Miami County District Court

Case Number: 2020-LM-000374

Case Title: Synchrony Bank vs. Chris Behnke

Type: Order of Dismissal

SO ORDERED.

/s/ Honorable Steven C. Montgomery, District Court
Judge

Electronically signed on 2020-10-15 12:01:21 page 1 of 3

SYNCHRONY BANK
VARIABLE TERMS ADDENDUM

Minimum Payment Calculation. Your total minimum payment will be calculated as follows:

The sum of:

a. The greater of either:

(i) \$29; OR

(ii) 3.25% of the new balance shown on your billing statement; OR

(iii) The sum of 1% of your new balance shown on your billing statement plus interest and late payment fees charged in the current billing cycle; PLUS

b. Any past due amounts; PLUS

c. Any payment due in connection with a special promotional purchase with a unique payment calculation.

We round up to the next highest dollar in figuring your total minimum payment. Your total minimum payment will never be more than your new balance.

[29/3.25++].VTA]

IMPORTANT INFORMATION ABOUT THIS AGREEMENT

Assignment. We may sell, assign or transfer any or all of our rights or duties under this Agreement or your account, including our rights to payments. We do not have to give you prior notice of such action. You may not sell, assign or transfer any of your rights or duties under this Agreement or your account.

Enforceability. If any part of this Agreement is found to be void or unenforceable, all other parts of this Agreement will still apply.

Governing Law. Except as provided in the Resolving a Dispute with Arbitration section, this Agreement and your account are governed by federal law and, to the extent state law applies, the laws of Utah without regard to its conflicts of law principles. This Agreement has been accepted by us in Utah.

Waiver. We may give up some of our rights under this Agreement. If we give up any of our rights in one situation, we do not give up the same right in another situation.

RESOLVING A DISPUTE WITH ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. IF YOU DO NOT REJECT IT, THIS SECTION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO INDIVIDUAL ARBITRATION. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED.

- **What claims are subject to arbitration**
 1. If either you or we make a demand for arbitration, you and we must arbitrate any dispute or claim between you or any other user of your account, and us, our affiliates, agents and/or providers that accept the card or program sponsors if it relates to your account, except as noted below.
 2. We will not require you to arbitrate: (1) any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court; or (2) a case we file to collect money you owe us. However, if you respond to the collection lawsuit by claiming any wrongdoing, we may require you to arbitrate.
 3. Notwithstanding any other language in this section, only a court, not an arbitrator, will decide disputes about the validity, enforceability, coverage or scope of this section or any part thereof (including, without limitation, the next paragraph of this section and/or this sentence). However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide.
- **No Class Actions**

YOU AGREE NOT TO PARTICIPATE IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION AGAINST US IN COURT OR ARBITRATION. ALSO, YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF ANY ACCOUNTHOLDER WHO IS NOT AN ACCOUNTHOLDER ON YOUR ACCOUNT, AND YOU AGREE THAT ONLY ACCOUNTHOLDERS ON YOUR ACCOUNT MAY BE JOINED IN A SINGLE ARBITRATION WITH ANY CLAIM YOU HAVE.

If a court determines that this paragraph is not fully enforceable, only this sentence will remain in force and the remainder will be null and void, and the court's determination shall be subject to appeal. This paragraph does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers, including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency.
- **How to start an arbitration, and the arbitration process**
 1. The party who wants to arbitrate must notify the other party in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. Otherwise, your notice must be sent to Synchrony Bank, Legal Operation, P.O. Box 29110, Shawnee Mission, KS 66201-5320, ATTN: ARBITRATION DEMAND. The party seeking arbitration must select an arbitration administrator, which can be either the American Arbitration Association (AAA), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, 1-800-778-7879, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, 1-800-352-5267. If neither administrator is able or willing to handle the dispute, then the court will appoint an arbitrator.
 2. If a party files a lawsuit in court asserting claim(s) that are subject to arbitration and the other party files a motion with the court to compel arbitration, which is granted, it will be the responsibility of the party asserting the claim(s) to commence the arbitration proceeding.
 3. The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a lawyer with at least ten years of legal experience. Once appointed, the arbitrator must apply the same law and legal principles, consistent with the FAA, that would apply in court, but may use different procedural rules. If the administrator's rules conflict with this Agreement, this Agreement will control.
 4. The arbitration will take place by phone or at a reasonably convenient location. If you ask us to, we will pay all the fees the administrator or arbitrator charges, as long as we believe you are acting in good faith. We will always pay arbitration costs, as well as your legal fees and costs, to the extent you prevail on claims you assert against us in an arbitration proceeding which you have commenced.
- **Governing Law for Arbitration**

This Arbitration section of your Agreement is governed by the Federal Arbitration Act (FAA). Utah law shall apply to the extent state law is relevant under the FAA. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award.
- **How to reject this section**

You may reject this Arbitration section of your Agreement. If you do that, only a court may be used to resolve any dispute or claim. To reject this section, you must send us a notice within 60 days after you open your account or we first provided you with your right to reject this section. The notice must include your name, address and account number, and must be mailed to Synchrony Bank, P.O. Box 965012, Orlando, FL 32896-5012. This is the only way you can reject this section.

SECTION IV: OTHER IMPORTANT INFORMATION OF THE CARECREDIT CREDIT CARD ACCOUNT AGREEMENT

This section of this Agreement includes state notices, billing rights summary and rewards terms (if applicable) and is not required to be provided as part of the request for customer agreement.

CARECREDIT
[RTWF850042C]
T&C-PLCC
ORG 20984 CC TEMP VERSION 3
1/1/1900 - 10/2/2017

SECTION III: STANDARD PROVISIONS OF THE CARECREDIT CREDIT CARD ACCOUNT AGREEMENT

ABOUT THE CREDIT CARD ACCOUNT AGREEMENT

This Agreement. This is an Agreement between you and Synchrony Bank, 170 Election Road, Suite 125, Draper, UT 84020, for your credit card account. By opening or using your account, you agree to the terms of the entire Agreement. The entire Agreement includes the four sections of this document and the application you submitted to us in connection with the account. These documents replace any other agreement relating to your account that you or we made earlier or at the same time.

Parties To This Agreement. This Agreement applies to each accountholder approved on the account and each of you is responsible for paying the full amount due, no matter which one uses the account. We may treat each of you as one accountholder and may refer to each of you as "you" or "your". Synchrony Bank may be referred to as "we", "us" or "our".

Changes To This Agreement. We may change, add or delete terms of this Agreement, including interest rates, fees and charges.

Special Promotions. The terms of this Agreement apply to any special promotion. However, any special promotional terms that are different than the terms in this Agreement will be explained on promotional advertising or other disclosures provided to you.

HOW TO USE YOUR ACCOUNT/CARD

Use Of Your Account. You may use your account only for lawful personal, family or household purposes. You may use your account for purchases from providers that accept the card.

You Promise To Pay. You promise to pay us for all amounts owed to us under this Agreement.

Your Responsibility. Each accountholder will receive a card. You may not allow anyone else to use your account. If you do, or if you ask us to send a card to someone else, you will be responsible for paying for all charges resulting from their transactions.

Purchase Limits. To prevent fraud, we may limit the number or dollar amount of purchases you can make in any particular amount of time. We also may decline any particular charge on your account for any reason.

Credit Limit. You will be assigned a credit limit that we may increase or decrease from time to time. If we approve a purchase that makes you go over your credit limit, we do not give up any rights under this Agreement and we do not treat it as an increase in your credit limit.

HOW AND WHEN TO MAKE PAYMENTS

When Payments Are Due. You must pay at least the total minimum payment due on your account by 5 p.m. (ET) on the due date of each billing cycle. Payments received after 5 p.m. (ET) will be credited as of the next day. You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. If you have a balance subject to interest, earlier payment may reduce the amount of interest you will pay. We may delay making credit available on your account in the amount of your payment even though we will credit your payment when we receive it.

Payment Options. You can pay by mail, online or at certain dealers/merchants/retailers that accept the card and payments. We may allow you to make payments over the phone but we will charge you a fee to make expedited phone payments. Your payment must be made in U.S. dollars by physical or electronic check, money order or a similar instrument from a bank located in the United States.

How To Make A Payment. You must follow the instructions for making payments provided on your billing statement. If you do not, credit of your payment may be delayed up to five days. Your billing statement also explains how information on your check is used.

Payment Allocation. We will apply the required total minimum payment to balances on your account using any method we choose. Any payment you make in excess of the required total minimum payment will be applied to higher APR balances before lower APR balances. Applicable law may require or permit us to apply excess payments in a different manner in certain situations, such as when your account has a certain type of special promotion.

INFORMATION ABOUT YOU

Using and Sharing Your Information. When you applied for an account, you gave us, providers that accept the card and program sponsors information about yourself that we could share with each other. Providers that accept the card and program sponsors (and their respective affiliates) will use the information in connection with the credit program and for things like creating and updating their records and offering you special benefits. More information about how we use and share information is set forth in the privacy policy for your account.

Address/Phone Change. You agree to tell us right away if you change your address or phone number(s). We will contact you at the address or phone number in our records until we update our records with your new address or phone number.

Consent to Communications. You consent to us contacting you using all channels of communication and for all purposes. We will use the contact information you provide to us. You also consent to us and any other owner or servicer of your account contacting you using any communication channel. This may include text messages, automatic telephone dialing systems and/or an artificial or prerecorded voice. This consent applies even if you are charged for the call under your phone plan. You are responsible for any charges that may be billed to you by your communications carriers when we contact you.

Telephone Monitoring. For quality control, you allow us to listen to or record telephone calls between you and us.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Closing Your Account. You may close your account at any time by sending a letter to the address shown on your billing statement or calling customer service. We may close your account at any time, for any reason. If your account is closed, you must stop using it. You must still pay the full amount you owe and this Agreement will remain in effect until you do.

Collection Costs. If we ask an attorney who is not our salaried employee to collect your account, we may charge you our collection costs. These include court costs and reasonable attorneys' fees.

Credit Bureau Reporting. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be shown in your credit report. Tell us if you think we reported wrong information about you to a credit bureau. Write to us at Synchrony Bank, P.O. Box 965036, Orlando, FL 32896-5036. Tell us what information is wrong and why you think it is wrong. If you have a copy of the credit report that includes the wrong information, send us a copy.

Default. You are in default if you make a late payment, do not follow any other term of this Agreement or become bankrupt or insolvent. If you default or upon your death, we may (a) request payment of the full amount due right away, (b) take legal action to collect the amounts owed, and/or (c) take any other action allowed.

Disputed Amounts. The billing rights summary in section IV of this Agreement describes what to do if you think there is a mistake on your bill. If you send us correspondence about a disputed amount or payment, you must send it to the address for billing inquiries. We do not give up any rights under this Agreement if we accept a payment marked "payment in full" or given with any other conditions or limitations.

Unauthorized Use. If your card is lost, stolen or used without your consent, call us immediately at 1-866-396-8254. You will not be liable for unauthorized use on your account, but you will be responsible for all use by anyone you give your card to or allow to use your account.

CARECREDIT
[RTWF850042C]
T&C-PLCC

CARECREDIT CREDIT CARD ACCOUNT AGREEMENT

ORG 20984 CC TEMP VERSION 3
1/1/1900 - 10/2/2017

SECTION I: RATES AND FEES TABLE

Information from Section I of this Agreement is provided in the accompanying Pricing Information Addendum.

SECTION II: RATES, FEES AND PAYMENT INFORMATION OF THE CARECREDIT CREDIT CARD ACCOUNT AGREEMENT

How Interest Is Calculated	
Your Interest Rate	We use a daily rate to calculate the interest on the balance on your account each day. The daily rate for purchases is the APR times 1/365. Interest will be imposed in amounts or at rates not in excess of those permitted by applicable law. See the accompanying Pricing Information Addendum for your specific APR.
When We Charge Interest	<p>We charge interest on your purchases from the date you make the purchase until you pay the purchase in full. See exceptions below.</p> <ul style="list-style-type: none"> We will not charge you interest during a billing cycle on any non-promotional purchases if: <ol style="list-style-type: none"> You had no balance at the start of the billing cycle; OR You had a balance at the start of the billing cycle and you paid that balance in full by the due date in that billing cycle. <p>We always charge interest on promotional purchases and their related fees from the date you make the purchase.</p> <ul style="list-style-type: none"> We will credit, as of the start of the billing cycle, any payment you make by the due date that we allocate to non-promotional purchases if: <ol style="list-style-type: none"> You had no balance at the start of the previous billing cycle; OR You had a balance at the start of the previous billing cycle and you paid that balance in full by the due date in the previous billing cycle.
How We Calculate Interest	<p>We figure the interest charge on your account separately for each balance type. We do this by applying the daily rate to the daily balance for each day in the billing cycle. A separate daily balance is calculated for the following balance types, as applicable: purchases and balances subject to different interest rates, plans or special promotions. See below for more details on how this works.</p> <ol style="list-style-type: none"> How to get the daily balance. We take the starting balance each day, add any new charges and fees, and subtract any payments or credits. This gives us the daily balance. Debt cancellation fees, if any, and late payment fees are treated as new purchases. How to get the daily interest amount. We multiply each daily balance by the daily rate that applies. How to get the starting balance for the next day. We add the daily interest amount in step 2 to the daily balance from step 1. How to get the interest charge for the billing cycle. We add all the daily interest amounts that were charged during the billing cycle for each balance type. <p>We charge a minimum interest in any billing cycle in which you owe interest. Interest, as calculated above, is added as applicable to each balance type. Minimum interest charges in excess of the calculated interest are treated as new purchases. See the accompanying Pricing Information Addendum for the amount of your minimum interest charge.</p>

How Fees Work	
Late Payment Fee	See the accompanying Pricing Information Addendum for the amount of this fee.

Minimum Payment Calculation

See the accompanying Variable Terms Addendum for how your total minimum payment is calculated.

Special Promotional Financing Offer Information

At times, we may offer you special financing promotions for certain transactions ("special promotions"). The terms of this Agreement apply to any special promotions. However, any special promotional terms that are different than the terms in this Agreement will be explained on promotional advertising or other disclosures provided to you. Below is a description of certain special promotions that may be offered:

• No Interest if Paid in Full Within 6 Months	<p>For each promotion, if the promotional purchase is not paid in full within the promotional period, interest will be imposed from the date of purchase at the APR that applies to your account when the promotional purchase is made.</p> <p>See the accompanying Pricing Information Addendum for your specific APR.</p>
• No Interest if Paid in Full Within 12 Months	
• No Interest if Paid in Full Within 18 Months	
• No Interest if Paid in Full Within 24 Months	

When you make a qualifying purchase under one of these promotions, no interest will be charged on the purchase if you pay the promotional purchase in full within the applicable promotional period. If you do not, interest will be charged on the promotional purchase from the date of the purchase. A minimum purchase amount may be required for promotional offers longer than 6 months. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional balance. Offers are subject to credit approval. These promotional offers may not be available at all providers or at all times for all purchases. Please see any special promotion advertising or other disclosures provided to you for the full terms of any special promotion offered.

Temp B1
[RT20280A]

SYNCHRONY BANK
CREDIT CARD AGREEMENT
PRICING INFORMATION ADDENDUM

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	26.99% The daily rate for purchases is 0.07395%.
Paying Interest	Your due date is at least 23 days after the close of each billing period. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on promotional purchases on the purchase date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$2.00.

Fees	
Transaction Fees	Not Applicable
Penalty Fees <ul style="list-style-type: none">Late Payment	Up to \$40 The amount of the late payment fee will be equal to: (1) \$29 if you have paid at least your total minimum payment due by the due date in each of the prior six billing cycles or (2) \$40 if you have failed to pay at least the total minimum payment due by the due date in any one or more of the prior six billing cycles. However, if the late payment fee would exceed the total minimum payment for which the late payment fee is assessed, the amount of the late payment fee will instead be equal to the amount of the total minimum payment that was due.
<ul style="list-style-type: none">Returned Payment	Not Applicable

How We Will Calculate Your Balance: We use a method called "daily balance". See your Credit Card Agreement for more details.

CARECREDIT/SYNCHRONY BANK

CHRIS M BEHNKE
KELLY J BEHNKE
Account Number : [REDACTED]
Statement Closing Date: 07/19/2020

Summary of Account Activity		Payment Information	
Previous Balance	\$7,147.20	New Balance	\$0.00
+ New Purchases	\$0.00	Total Minimum Payment Due	\$1,954.00
- Payments	\$0.00	Payment Due Date	07/21/2020
+/- Credits, Fees & Adjustments (net)	(\$7,147.20)	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.	
+/- Interest Charge (net)	\$0.00	We may convert your payment into an electronic debit. See reverse side.	
Now Balance	\$0.00	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$40.00.	
Credit Limit	\$8,000.00		
Available Credit	\$0.00		
Days in Billing Period	30		
Pay online for free at: mysynchrony.com			
For Synchrony Bank customer service or to report your card lost or stolen, call (1-866-893-7864).			
Best times to call are Wednesday - Friday.			

Transaction Summary				
Tran Date	Post Date	Reference Number	Description	Amount
07/19/2020	07/19/2020	F907200JT00999990	CHARGE OFF ACCOUNT-PRINCIPALS	(\$4,072.41)
07/19/2020	07/19/2020	F907200JT00999990	CHARGE OFF ACCOUNT-INTEREST	(\$3,114.88)
			CHARGE	
			FEES	
07/13/2020	07/13/2020		LATE FEE	\$40.00
			TOTAL FEES FOR THIS PERIOD	\$40.00
			INTEREST CHARGED	
07/19/2020	07/19/2020		INTEREST CHARGE ON PURCHASES	\$0.00
			TOTAL INTEREST FOR THIS PERIOD	\$0.00
2020 Totals Year-to-Date				
Total Fees Charged in 2020				\$279.00
Total Interest Charged in 2020				\$689.78
Total Interest Paid in 2020				\$261.00

Interest Charge Calculation				
Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	26.99%	\$0.00	\$0.00

Cardholder News & Information

In order to protect your account privacy, we are unable to provide account information to anyone other than the cardholder(s) or an authorized party. If you wish to permit us to speak to an authorized party such as a spouse about your account, please send written authorization to the General Inquiries address.

You can pay your bill online or over the phone. We noticed you've been enjoying our easy paperless payment options, so we will no longer be including return envelopes. You can make things even easier by selecting the paperless statement option on your account online.

Statement not provided to customer.

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 DFH 1 3 18 200719 ZD PAGE 1 of 1 9072 3300 C6J2 01D55702

Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.

Total Minimum Payment Due	Past Due Amount	Payment Due Date	New Balance	Account Number
\$1,954.00	\$0.00	07/21/2020	\$0.00	[REDACTED]

Payment Enclosed: \$

☐ New address or e-mail?
Check the box at left and print changes on back

Payment due includes \$ 0.00 past due. Please pay the past due amount PROMPTLY.

CHRIS M BEHNKE
KELLY J BEHNKE
[REDACTED]

Make Payment to: SYNCHRONY BANK
PO BOX 960061
ORLANDO, FL 32896-0061

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#!/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Department of Defense Manpower Data Center

Results as of : Sep-29-2020 07:26:51 AM

SCRA 5.6



Status Report
Pursuant to Servicemembers Civil Relief Act

SSN: [REDACTED]
Birth Date: [REDACTED]
Last Name: BEHNKE
First Name: CHRIS
Middle Name:
Status As Of: Sep-29-2020
Certificate ID: BTQKHL03NLVRKRM

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

In _____ Court

_____ Judicial (Circuit/District)

Creditor Name: Synchrony Bank
Debtor Name: BEHNKE, CHRIS
Account Number: *****6463

BEHNCHSYN

AFFIDAVIT OF ACCOUNT BALANCE

STATE OF FLORIDA
:SS
COUNTY OF SEMINOLE

BEFORE ME, the undersigned authority personally appeared and personally known by me, this
day, Zondria S. Jones and who after being duly sworn deposed and says as follows:

1. I am a competent person over eighteen years of age. I am an employee of Synchrony Bank, which is the Creditor for the account identified above. I am authorized to make this Affidavit.
2. I have personal knowledge of the facts set forth in this affidavit.
3. The business records maintained by Synchrony Bank in the ordinary course of its business show that as of the date of this affidavit, the unpaid balance of Debtor's account is \$7,187.29.
4. The business records maintained by Synchrony Bank in the ordinary course of its business show that as of the date of this affidavit the last payment was received from the Debtor on 1/21/2020 in the amount of \$300.00.
5. The business records maintained by Synchrony Bank in the ordinary course of its business show that the account of the Debtor was charged off on 7/19/2020 in the amount of \$7,187.29.
6. Based on my search of the Department of Defense Service members Civil Relief Act (SCRA) website, it is my belief that the Debtor is not in military service.

I declare under the penalty of perjury that the foregoing is true and correct.

Zondria S. Jones
Zondria S. Jones
MEDIA REPRESENTATIVE-Affiant

9/29/2020

The foregoing affidavit sworn to and subscribed before me this 29 Day of September, 2020.

Connie S. Gooley
Notary Public

My commission expires: 11-21-20



93099725 NE

Certificate of Compliance

The undersigned certifies that the original of this document was signed and an electronic copy of it was presented to the Court for filing.

/s/ SEAN A. MCELWAIN, SC# 27034

SEAN A. MCELWAIN, SC# 27034
Kramer & Frank, PC.

This communication is from debt collector attempting to collect a debt, and any information obtained will be used for that purpose.

Page 5 of 5

93099725 NE

6. Defendant failed to pay Plaintiff the agreed balance due.

WHEREFORE, Plaintiff prays judgment against Defendant in the amount of \$4072.41, plus interest and court costs.

KRAMER & FRANK, P.C.



By

SEAN A. MCELWAIN, SC# 27034
Attorneys for Plaintiff
1420 NW Vivion Rd, Suite 105
Kansas City, MO 64118-4511
Telephone: (816) 471-0030
Fax: (816) 472-0963
E-mail: 93099725@lawusa.com

CONTACT PERSON:

HEATHER GREY

(314) 991-1835 ext 6126 File #: 93099725

PAY ONLINE:

<http://www.kfpay.com>

This communication is from debt collector attempting to collect a debt, and any information obtained will be used for that purpose.

Page 4 of 5

93099725 NE

2. Plaintiff provided to Defendant monthly a(n) CARECREDIT credit card account.

3. Plaintiff sent Defendant monthly statements for the credit card account.

4. Defendant did not object or otherwise dispute the balance due on the monthly statements.

5. As a result, Defendant agreed that the stated balance due of \$4072.41, plus interest of \$3114.88, is the amount due to Plaintiff from Defendant on the credit card account, per the copy of a statement attached as an Exhibit.

This communication is from debt collector attempting to collect a debt, and any information obtained will be used for that purpose.

Page 3 of 5

93099725 NE

Plaintiff to provide Defendant with a(n) CARECREDIT Credit card account (Account No. XXXX-6463) under which Defendant agreed to pay per the terms of the credit card account agreement ("Contract"). A copy of the Contract is attached as an Exhibit.

4. The Contract was provided by Plaintiff to Defendant.

5. Defendant agreed to the terms of the Contract by the subsequent use of the credit card and/or making payments, thereby agreeing to pay Plaintiff for all amounts due resulting from use of the credit card.

6. Plaintiff has performed, or substantially performed, all of its obligations and conditions precedent, if any, under the Contract.

7. Defendant has breached the Contract by failing to make the payments to Plaintiff as required by the Contract, and Plaintiff has been damaged in the amount of \$4072.41, plus interest of \$3114.88, per the copy of a statement attached as an Exhibit.

WHEREFORE, Plaintiff prays judgment against Defendant in the amount of \$4072.41, plus interest and court costs.

Count 2 - Account Stated (Alternative)

1. Plaintiff incorporates by reference herein paragraphs 1 and 2 of Count 1 above.

This communication is from debt collector attempting to collect a debt, and any information obtained will be used for that purpose.

Page 2 of 5

93099725 NE

ELECTRONICALLY FILED
2020 Oct 13 AM 9:18
CLERK OF THE MIAMI COUNTY DISTRICT COURT
CASE NUMBER: 2020-LM-000374

IN THE DISTRICT COURT OF MIAMI COUNTY, KANSAS

SYNCHRONY BANK

Plaintiff

vs.

CHRIS BEHNKE A/K/A CHRIS M.
BEHNKE

Defendant(s).

PETITION FOR BREACH OF CONTRACT AND ACCOUNT STATED

Count 1 - Breach of Contract

1. Plaintiff SYNCHRONY BANK is a federally chartered savings bank duly organized and existing under the law.
2. Defendant CHRIS BEHNKE A/K/A CHRIS M. BEHNKE is a resident of MIAMI County, State of Kansas.
3. Plaintiff and Defendant entered into a contract for

This communication is from debt collector attempting to collect a debt, and any information obtained will be used for that purpose.

Page 1 of 5

Case # _____

Service type _____ County _____

Vs

RETURN ON SERVICE OF SUMMONS

I hereby certify that I have served this summons in the following manner:

(1) Personal Service. By delivering a copy of such summons and petition to each of the following defendants on the date indicated: _____

(2) Residence Service. By leaving a copy of such summons and petition at the usual place of residence of each of the following defendants with some person of suitable age and discretion residing therein on the dates indicated: _____

(3) Agent Service. By delivering a copy of such summons and petition to each of the following agents authorized by appointment or by law to receive service of process on the dates indicated: _____

(4) Residence Service and Mailing. By leaving a copy of such summons and petition at the usual place of residence of each of the following defendants and mailing by first-class mail on the dates indicated a notice that such copy has been so left: _____

(5) Return Receipt Delivery Refused. By mailing on the _____ day of _____, _____, a copy of the summons and petition by first-class mail, postage prepaid, addressed to the following at the following address.:

(6) No Service. The following defendants were not served:

Pursuant to K.S.A. 53-601, as amended, I declare under the penalty of perjury that the foregoing is true and correct.

EXECUTED on _____, _____.

Signature & Title of Officer or
Process Server



Midland
Credit
Management®

350 Camino De La Reina
Suite 100
San Diego, CA 92108

11/22/2023

Kelly Behnke
18088 Farlin Rd
Parker, KS 66072-5020

P22 T713 029



Original Creditor	CAPITAL ONE, N.A.
Current Owner	Midland Credit Management, Inc.
Original Account Number	
MCM Account Number	
Current Balance	\$1,911.28

You are pre-approved for a 10% discount!
Reply Now! MidlandCredit.com or
877-653-5260

Choose The Option That Works For You.

RE CAPITAL ONE, N.A.

WALMART

Dear Kelly,

Congratulations! You have been **pre-approved** for a discount program designed to save you money.
Pay today at MidlandCredit.com or call 877-653-5260 now.

Option 1: 10% OFF

Payment Due Date: 12/22/2023

You Pay Only
\$1,720.15

Option 2: 5% OFF

First Payment Due Date: 12/22/2023

12 Monthly Payments of Only
\$151.31

Option 3: Monthly Payments As Low As:

Call today to discuss your options and get more details.

\$50.00 per month

If these options don't work for you, call one of our Account Managers to help you set up a payment plan that does.

Sincerely,

Tim Bolin

Division Manager

**Benefits of
Paying!**

**Save Up To:
\$191.13**

**STOP our calls by selecting
one of these 3 options**

**This offer expires
12/22/2023**

MidlandCredit.com
877-653-5260

Mon-Fri: 8am - Midnight ET
Sat-Sun: 8am - 7:30pm ET

The law limits how long you can be sued on a debt. Because of the age of your debt, we will not sue you for it.

We are not obligated to renew any offers provided.



MidlandCredit.com



877-653-5260

PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION

**EXHIBIT 9
PAGE 219**

00294277

DOE7

Important Disclosure Information:

Please understand this is a communication from a debt collector. This is an attempt to collect a debt.
Any information obtained will be used for that purpose.

Calls to and/or from this company may be monitored or recorded.			
Basic Information			
Original Creditor	CAPITAL ONE, N.A.	MCM Account Number	317962482
Original Account Number	xx [REDACTED]	Charge-Off Date	8/3/2020
Current Creditor <i>The sole owner of this debt</i>	Midland Credit Management, Inc.	Current Servicer	Midland Credit Management, Inc.
Important Contact Information			
<u>Send Payments to:</u> Midland Credit Management, Inc. PO Box 2004 Warren, MI 48090-2004		<u>Send disputes or an instrument tendered as full satisfaction of a debt to:</u> Attn: Consumer Support Services 320 E Big Beaver Rd. Suite 300 Troy, MI 48083 You may also call: 877-653-5260	<u>Physical Payments for Colorado Residents:</u> Colorado Manager, Inc. 8690 Wolff Court, Suite 110 Westminster, CO 80031 Phone (303) 920-4763

We are required under state law to notify consumers of the following additional rights. This list does not contain a complete list of the rights consumers have under applicable law:

NMLS ID: 934164

IF YOU LIVE IN CALIFORNIA, THIS APPLIES TO YOU: California license number pending.

IF YOU LIVE IN MASSACHUSETTS, THIS APPLIES TO YOU: NOTICE OF IMPORTANT RIGHTS: You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten (10) days unless you provide written confirmation of the request postmarked or delivered within seven (7) days of such request. You may terminate this request by writing to MCM.

IF YOU LIVE IN NORTH CAROLINA, THIS APPLIES TO YOU: North Carolina Department of Insurance Permit #119505601, #119500908, #119506854, #119502738, #119506372, #119500436, #119500840, #119505741. Midland Credit Management, Inc. 350 Camino De La Reina, Suite 100, San Diego, CA, 92108

IF YOU LIVE IN TENNESSEE, THIS APPLIES TO YOU: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

DPRODA1



Midland
Credit
Management®

Midland Credit Management, Inc. (MCM),
is a debt collection company.

Kelly Behnke
18088 Farlin Rd
Parker, KS 66072-5020

P52 T1603 029



1/3/2024

RE CAPITAL ONE, N.A. WALMART

ACCOUNT INFORMATION

Original Creditor	CAPITAL ONE, N.A.
Current Owner	Midland Credit Management, Inc.
Original Account Number	
MCM Account Number	
Current Balance	\$1,911.28

Visit **MidlandCredit.com** or
Call **877-746-1462** Today!

Dear Kelly,

CHOOSE THE OPTION THAT WORKS FOR YOU:

OPTION 1

**10 %
OFF**

You Pay Only: \$1,720.15

OR

OPTION 2

**5 %
OFF**

12 Monthly Payments of
Only \$151.31

OR

OPTION 3

**BUILD
YOUR
OWN PLAN**

MidlandCredit.com
877-746-1462

All offers expire 2/2/2024.

Sincerely,

Tim Bolin

Division Manager

The law limits how long you can be sued on a debt. Because of the age of your debt, we will not sue you for it.

We are not obligated to renew any offers provided.

350 Camino De La Reina
Suite 100
San Diego, CA 92108

Visit **MidlandCredit.com** or Call **877-746-1462** Now

Hours of operation: Mon-Fri: 8am - Midnight ET
Sat-Sun: 8am - 7:30pm ET

PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION

EXHIBIT 9
PAGE 221

00476756

M010

Important Disclosure Information:

Please understand this is a communication from a debt collector. This is an attempt to collect a debt.
Any information obtained will be used for that purpose.

Calls to and/or from this company may be monitored or recorded.

Basic Information

Original Creditor	CAPITAL ONE, N.A.	MCM Account Number	317962482
Original Account Number		Charge-Off Date	8/3/2020
Current Creditor <i>The sole owner of this debt</i>	Midland Credit Management, Inc.	Current Servicer	Midland Credit Management, Inc.

Important Contact Information

Send Payments to: Midland Credit Management, Inc. PO Box 2004 Warren, MI 48090-2004	Send disputes or an instrument tendered as full satisfaction of a debt to: Attn: Consumer Support Services 320 E Big Beaver Rd. Suite 300 Troy, MI 48083 You may also call: 877-746-1462	Physical Payments for Colorado Residents: Colorado Manager, Inc. 8690 Wolff Court, Suite 110 Westminster, CO 80031 Phone (303) 920-4763
--	---	---

We are required under state law to notify consumers of the following additional rights. This list does not contain a complete list of the rights consumers have under applicable law:

NMLS ID: 934164

IF YOU LIVE IN CALIFORNIA, THIS APPLIES TO YOU: California license number pending.

IF YOU LIVE IN MASSACHUSETTS, THIS APPLIES TO YOU: NOTICE OF IMPORTANT RIGHTS: You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten (10) days unless you provide written confirmation of the request postmarked or delivered within seven (7) days of such request. You may terminate this request by writing to MCM.

IF YOU LIVE IN NORTH CAROLINA, THIS APPLIES TO YOU: North Carolina Department of Insurance Permit #119505601, #119500908, #119506854, #119502738, #119506372, #119500436, #119500840, #119505741. Midland Credit Management, Inc. 350 Camino De La Reina, Suite 100, San Diego, CA, 92108

IF YOU LIVE IN TENNESSEE, THIS APPLIES TO YOU: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

DPRODA1

SYNCHRONY BANK
P.O. Box 71726
Philadelphia, PA 19176-1726

80906

08/14/2023

P207

KELLY BEHNKE
18088 FARLIN RD
PARKER KS 66072-5020



PayPal Credit Account ending in: 6893
Total balance as of 08/14/2023: \$1,994.47
Amount due as of 08/14/2023: \$621.00

IMPORTANT NOTICE REGARDING YOUR DELINQUENT ACCOUNT

Your account balance remains severely past due. It is not too late to reach out for help. Call us today at 1-855-878-9532 to resolve any issues or discuss payment options.

You also have the option to pay online.

Here's how to make your payment:

- Log in to your account online at www.paypal.com
- Call us toll-free at 1-855-878-9532
- Mail your payment to:

SYNCHRONY BANK / PayPal Credit
PO BOX 71707
PHILADELPHIA, PA 19176-1707

Sincerely,
SYNCHRONY BANK
1-855-878-9532

Call us Weekdays 8 a.m. - Midnight Weekends 8 a.m. - 6:30 p.m. ET

If you pay the balance shown above, an additional payment may be necessary to pay your account balance in full. Because of interest, late charges, credits or charges that may vary from day to day, the amount due on the day you pay may differ. For further information, call 1-855-878-9532.

This is an attempt to collect a debt and any information obtained will be used for that purpose.
Account is owned by SYNCHRONY BANK

NOL01616 6128 5024 304

07 230814 PAGE 00001 OF 00001 B518

80906



P.O. BOX 277
OSAWATOMIE, KS 66064
Temp - Return Service Requested



Member
FDIC

KELLY J BEHNKE
CHRIS M BEHNKE
31297 SANTA FE RD
PAOLA KS 66071-4815

Page 2 of 5

Account Number:
Date

01/31/21

Withdrawals and Debits

Date	Amount	Activity Description
1/20	364.70	Coast Processing/WEB PMTS F2TGQF Behnke, Chris
1/28	130.15	EVERGY METRO/IVR PAY 654182672800 BEHNKE,KELLY

ATM /POS Transactions

Date	Deposits	Withdrawals	Location
1/04		44.95	POS Purchase Non-PIN QUEEN'S PRICE CHOPPER # PAOLA KS 00 *****2894 01/02 05:26
1/13		50.51	POS Purchase Non-PIN CASEYS OSAWATOMIE OSAWATOMIE KS 260021 *****2894 01/11 23:47
1/13		338.74	POS Purchase Non-PIN WILHITE & FREES EQUINE PECULIAR MO 004438 *****2894 01/12 05:37
1/14		10.49	POS Purchase Non-PIN USPS PO 197007059 PAOLA KS IN0300 *****2894 01/13 04:16
1/14		90.33	POS Purchase Non-PIN MENARDS 3343 OLATHE KS 168416 *****3642 01/13 12:24
1/15		8.21	POS Purchase Non-PIN THE HOME DEPOT #2201 OLATHE KS IN8700 *****3642 01/13 17:20
1/15		78.52	POS Purchase Non-PIN WHOLEFDS OPK 1041 OVERLAND PARK KS IN8200 *****2894 01/1 03:32
1/15		60.00	POS Purchase Non-PIN QT 203 OVERLAND <i>Snel</i> PARK KS IN1070 *****2894 01/14 11:49
1/19		94.22	POS Purchase Non-PIN LINN COUNTY VET CLINIC CENTERVILLE KS 055472 *****2894 01/15 05:24
1/19		6.39	POS Purchase Non-PIN DOLLAR-GENERAL #1626 OSAWATOMIE KS 107961 *****3642 01/15 12:24
1/19		13.00	POS Purchase Non-PIN CASEYS GEN STORE 1977 OSAWATOMIE KS 259369 *****3642 01/15 00:13
1/19		57.24	POS Purchase Non-PIN FAMILY CTR OF PAOLA PAOLA KS 005024 *****2894 01/16

00000397-0003171-0002-0004-TIMR8100070131219612(00000397)-000003173



P.O. BOX 277
OSAWATOMIE, KS 66064

Temp - Return Service Requested

00006970-0024471-0001-0003-TIMR8100070228214277

KELLY J BEHNKE
CHRIS M BEHNKE
31297 SANTA FE RD
PAOLA KS 66071-4815



Member
FDIC

Page 1 of 4

Account Number:
Date

02/28/21

IN CASE OF ERRORS OR QUESTIONS PHONE (913) 755-3811 DURING NORMAL BANKING HOURS

FIRST OPTION FREE CHK

Acct

Summary of Activity Since Your Last Statement

Beginning Balance	2/01/21	371.65
Deposits / Misc Credits	7	1,577.04
Withdrawals / Misc Debits	20	1,794.76
** Ending Balance	2/28/21	153.93**
Service Charge		.00
Average Balance		363
Average Collected Balance		363
Minimum Balance		88
Enclosures		6

Deposits and Credits

Date	Amount	Activity Description
2/04	400.00	Deposit KB
2/09	400.00	Deposit KB
2/12	240.00	Deposit - sale of swap
2/19	200.00	Deposit - sale of swap
2/22	300.00	Deposit - sale of swap

Checks in Check Number Order

Date	Check No	Amount	Date	Check No	Amount	Date	Check No	Amount
2/12	2019	35.91						

* indicates a break in check number sequence

Withdrawals and Debits

Date	Amount	Activity Description
2/03	143.26	MASSMUTUAL REG P/RS/RP RTC BEHNKE,CHRI M
2/19	364.70	Coast Processing/WEB PMTS HSRTWF Behnke, Chris
2/24	100.00	KANSAS GAS SERVI/UTIL PAYMT 104866581048328 KELLY BEHNKE

24 Hour Xpress Phone Banking 913-755-2025 or 877-755-2025 Toll Free

www.firstoptionbank.com

00006970-0024471-0001-0003-TIMR8100070228214277(00006970)-000024473

EXHIBIT 9
PAGE 225



P.O. BOX 277
OSAWATOMIE, KS 66064
Temp - Return Service Requested



Member
FDIC

KELLY J BEHNKE
CHRIS M BEHNKE
31297 SANTA FE RD
PAOLA KS 66071-4815

Page 2 of 3

Account Number: [REDACTED]
Date 03/31/21

Withdrawals and Debits

Date	Amount	Activity Description
3/19	269.27	Coast Processing/WEB PMTS NQN72G Behnke, Chris
3/31	161.00	BANK OF AMERICA/Payment mdauxikfy BEHNKE, KELLY

ATM /POS Transactions

Date	Deposits	Withdrawals	Location
3/01		113.88	POS Purchase Non-PIN COSTCO WHSE #0369 OVERLAND PARK KS 036901 *****2894 02/2 01:58
3/04		54.00	POS Purchase Non-PIN SHEET METAL WORKERS KANSAS CITY MO 742973 *****364 03/03 19:31
3/08		3.27	POS Purchase Non-PIN FAMILY CTR OF PAOLA PAOLA KS 005024 *****2894 03/06 01:10
3/17		12.99	POS Purchase Non-PIN Amazon Prime*0496U43V3 Amzn.com/bill WA IN660 *****2894 03/17 09:28
3/26		248.81	POS Purchase Non-PIN Evergy Kansas Cit MO V00039 *****3642 03/25 15:54

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
3/01	540.05	3/08	183.31	3/23	636.05
3/03	396.79	3/16	543.31	3/26	1,787.24
3/04	293.53	3/17	530.32	3/31	1,626.24
3/05	45.53	3/19	261.05		





P.O. BOX 277
OSAWATOMIE, KS 66064
Temp - Return Service Requested

00000021-0000115-0001-0003-TIMR8100070502214929

KELLY J BEHNKE
CHRIS M BEHNKE
31297 SANTA FE RD
PAOLA KS 66071-4815



Member
FDIC

Page 1 of 3

Account Number:
Date

05/02/21

IN CASE OF ERRORS OR QUESTIONS PHONE (913) 755-3811 DURING NORMAL BANKING HOURS

FIRST OPTION FREE CHK

Acct

Summary of Activity Since Your Last Statement

Beginning Balance	4/01/21	1,626.24
Deposits / Misc Credits	3	512.99
Withdrawals / Misc Debits	12	1,531.17
** Ending Balance	4/30/21	608.06** ✓
Service Charge		.00
Average Balance		1,248
Average Collected Balance		1,248
Minimum Balance		608
Enclosures		3

Deposits and Credits

Date	Amount	Activity Description
4/13	400.00 ✓	Internet Transfer From 4272 - error
4/27	100.00 ✓	Internet Transfer From 3295 - personal

Checks in Check Number Order

Date	Check No	Amount	Date	Check No	Amount	Date	Check No	Amount
4/14	2025	34.74						

* indicates a break in check number sequence

Withdrawals and Debits

Date	Amount	Activity Description
4/02	143.26	MASSMUTUAL REG P/RS/RP RTC BEHNKE, CHRI M
4/14	400.00	Internet Transfer To 4272 - corrected error
4/15	23.38	KGS/UTLTYPMNT Check Number: 2024 510486658104832836
4/20	269.27	Coast Processing/WEB PMTS T5D48G Behnke, Chris

24 Hour Xpress Phone Banking 913-755-2025 or 877-755-2025 Toll Free

www.firstoptionbank.com

EXHIBIT 9
PAGE 227



BANKING AT ITS BEST

P.O. BOX 277
OSAWATOMIE, KS 66064

Temp - Return Service Requested

00006680-0023515-0001-0003-TIMR8100070531219123

KELLY J BEHNKE
CHRIS M BEHNKE
31297 SANTA FE RD
PAOLA KS 66071-4815



Member
FDIC

Page 1 of 3

Account Number:
Date

05/31/21

IN CASE OF ERRORS OR QUESTIONS PHONE (913) 755-3811 DURING NORMAL BANKING HOURS

FIRST OPTION FREE CHK

Acct

Summary of Activity Since Your Last Statement

Beginning Balance	5/01/21	608.06
Deposits / Misc Credits	2	800.00
Withdrawals / Misc Debits	11	1,081.11
** Ending Balance	5/31/21	326.95**
Service Charge		.00
Average Balance		426
Average Collected Balance		426
Minimum Balance		168
Enclosures		6

Deposits and Credits

Date	Amount	Activity Description
5/17	400.00	Deposit - sale of scrap
5/21	400.00	Deposit - HMT

Checks in Check Number Order

Date	Check No	Amount	Date	Check No	Amount	Date	Check No	Amount
5/13	2026	37.12	5/26	2028	100.00			
5/25	2027	112.00	5/25	2029	100.00			

* indicates a break in check number sequence

Withdrawals and Debits

Date	Amount	Activity Description
5/03	143.26	MASSMUTUAL REG P/RS/RP RTC BEHNKE,CHRI M
5/13	64.62	KANSAS GAS SERVI/UTIL PAYMT 104866581048328 KELLY BEHNKE
5/13	147.33	EVERGY METRO/IVR PAY 654437502573 BEHNKE,KELLY
5/19	269.27	Coast Processing/WEB PMTS BZ5KFG Behnke, Chris

24 Hour Xpress Phone Banking 913-755-2025 or 877-755-2025 Toll Free

www.firstoptionbank.com

00006680-0023515-0001-0003-TIMR8100070531219123(00006680)-000023517

EXHIBIT 9
PAGE 228



P.O. BOX 277
OSAWATOMIE, KS 66064

BANKING AT ITS BEST

Temp - Return Service Requested

0003647-0016815-0001-0003-TIMR6100070630214657

KELLY J BEHNKE
CHRIS M BEHNKE
31257 SANTA FE RD
PAOLA KS 66071-4815



Member
FDIC

Page 1 of 3

Account Number:
Date

06/30/21

IN CASE OF ERRORS OR QUESTIONS PHONE (913) 755-3811 DURING NORMAL BANKING HOURS

FIRST OPTION FREE CHK

Acct

Summary of Activity Since Your Last Statement

Beginning Balance	6/01/21	326.95
Deposits / Misc Credits	5	961.78
Withdrawals / Misc Debits	8	865.14
** Ending Balance	6/30/21	423.59**
Service Charge		.00
Average Balance		316
Average Collected Balance		316
Minimum Balance		123
Enclosures		7

Deposits and Credits

Date	Amount	Activity Description
6/01	400.00	Deposit - KB - HNT
6/03	61.78	Deposit
6/17	100.00	Deposit
6/18	100.00	Deposit
6/30	300.00	Deposit

Checks in Check Number Order

Date	Check No	Amount	Date	Check No	Amount	Date	Check No	Amount
6/11	2030	29.02	6/09	2031	132.84			

* Indicates a break in check number sequence

Withdrawals and Debits

Date	Amount	Activity Description
6/03	143.26	MASSMUTUAL REG P/RS/RP RTC BEHNKE, CHRI
6/21	269.27	M COAST 9492296262/4627401158 Chris Behnke

24 Hour Express Phone Banking

913-755-2025 or 877-755-2025 Toll Free

www.firstoptionbank.com

0003647-0016815-0001-0003-TIMR6100070630214657(0003647)-000016817



BANKING AT ITS BEST

P.O. BOX 277
OSAWATOMIE, KS 66064

Temp - Return Service Requested

00006626-0023159-0001-0003-TIMR8100070801210183

KELLY J BEHNKE
CHRIS M BEHNKE
31297 SANTA FE RD
PAOLA KS 66071-4815



Member
FDIC

Page 1 of 3

Account Number:
Date

08/01/21

IN CASE OF ERRORS OR QUESTIONS PHONE (913) 755-3811 DURING NORMAL BANKING HOURS

FIRST OPTION FREE CHK

Acct

Summary of Activity Since Your Last Statement

Beginning Balance	7/01/21	423.59
Deposits / Misc Credits	3	1,000.00
Withdrawals / Misc Debits	5	735.37
** Ending Balance	7/31/21	688.22** ✓
Service Charge		.00
Average Balance		327
Average Collected Balance		327
Minimum Balance		113
Enclosures		3

Deposits and Credits

Date	Amount	Activity Description
7/12	300.00	Deposit <i>PAYMT</i>
7/28	300.00	Deposit <i>KB - HMT</i>
7/29	400.00	Deposit <i>- CB sale of swap</i>

Withdrawals and Debits

Date	Amount	Activity Description
7/06	143.26	MASSMUTUAL REG P/RS/RP RTC BEHNKE, CHRI M
7/07	107.84	EVERGY METRO/IVR PAY 654090302237 BEHNKE, KELLY
7/08	59.00	KANSAS GAS SERVI/UTIL PAYMT 104866581048328 KELLY BEHNKE
7/20	269.27	COAST 9492296262/4627401158 Chris Behnke

ATM /POS Transactions

Date	Deposits	Withdrawals	Location
7/30		156.00 ✓	POS Purchase Non-PIN SHEET METAL WORKERS KANSAS CITY MO 742973 *****364

24 Hour Xpress Phone Banking

913-755-2025 or 877-755-2025 Toll Free

www.firstoptionbank.com

00006626-0023159-0001-0003-TIMR8100070801210183(00006626)-000023161

EXHIBIT 9
PAGE 230



P.O. BOX 277
OSAWATOMIE, KS 66064
Temp - Return Service Requested



Member
FDIC

KELLY J BEHNKE
CHRIS M BEHNKE
31297 SANTA FE RD
PAOLA KS 66071-4815

Page 2 of 3

Account Number: [REDACTED]
Date 08/31/21

Withdrawals and Debits

Date	Amount	Activity Description
8/18	269.27	LPG/9492296262 CHRISBEHNKE
8/25	100.00	OSPC TUCKER/PAYMENT Check Number: 2033 PUSB85212360028879

ATM / POS Transactions

Date	Deposits	Withdrawals	Location
8/30		106.00	POS Purchase Non-PIN CASEYS OSAWATOMIE OSAWATOMIE KS 311642 *****3642 08/28 07:15

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
8/03	486.96	8/11	571.89	8/18	472.07
8/09	593.57	8/12	341.34	8/25	372.07
8/10	491.89	8/17	741.34	8/30	266.07





BANKING AT ITS BEST

P.O. BOX 277
OSAWATOMIE, KS 66064

Temp - Return Service Requested

00006577-0022857-0001-0003-TIMR8100070930210506



Member
FDIC

KELLY J BEHNKE
CHRIS M BEHNKE
31297 SANTA FE RD
PAOLA KS 66071-4815

Page 1 of 4

Account Number: [REDACTED]
Date 09/30/21

IN CASE OF ERRORS OR QUESTIONS PHONE (913) 755-3811 DURING NORMAL BANKING HOURS

FIRST OPTION FREE CHK

Acct [REDACTED]

Summary of Activity Since Your Last Statement

Beginning Balance	9/01/21	266.07
Deposits / Misc Credits	5	1,490.00
Withdrawals / Misc Debits	18	1,208.26
** Ending Balance	9/30/21	547.81**
Service Charge		.00
Average Balance		290
Average Collected Balance		290
Minimum Balance		7
Enclosures		5

Deposits and Credits

Date	Amount	Activity Description
9/02	200.00 ✓	Deposit - CB - sale of equip
9/08	400.00 ✓	Deposit - KB
9/10	350.00 ✓	Deposit - sale of equip
9/24	240.00 ✓	Deposit - KB
9/30	300.00 ✓	Deposit - CB

Withdrawals and Debits

Date	Amount	Activity Description
9/03	143.26	MASSMUTUAL REG P/RS/RP RTC BEHNKE, CHRI M
9/07	183.64 ✓	VZ WIRELESS VE/VZW WEBPAY 2982764 KELL *BEHNKE
9/09	55.00	KANSAS GAS SERVI/UTIL PAYMT 104866581048328 KELLY BEHNKE
9/09	100.00	BK OF AMER VI/MC/ONLINE PMT CKF442842739POS BEHNKE, KELLY
9/20	269.27	LPG/9492296262 CHRISBEHNKE



24 Hour Xpress Phone Banking

913-755-2025 or 877-755-2025 Toll Free

www.firstoptionbank.com

00006577-0022857-0001-0003-TIMR8100070930210506(00006577)-000022859

EXHIBIT 9
PAGE 232



BANKING AT ITS BEST

P.O. BOX 277
OSAWATOMIE, KS 66064

Temp - Return Service Requested

00006655-0022991-0001-0003-TIMR8100071031215960



Member
FDIC

KELLY J BEHNKE
CHRIS M BEHNKE
31297 SANTA FE RD
PAOLA KS 66071-4815

Page 1 of 3

Account Number: [REDACTED]
Date 10/31/21

IN CASE OF ERRORS OR QUESTIONS PHONE (913) 755-3811 DURING NORMAL BANKING HOURS

FIRST OPTION FREE CHK

Acct [REDACTED]

Summary of Activity Since Your Last Statement

Beginning Balance	10/01/21	547.81
Deposits / Misc Credits	6	980.00
Withdrawals / Misc Debits	13	1,337.11
** Ending Balance	10/31/21	190.70**
Service Charge		.00
Average Balance		226
Average Collected Balance		226
Minimum Balance		107 -
Enclosures		8

Deposits and Credits

Date	Amount	Activity Description
10/04	180.00 -	Deposit - KB
10/15	300.00 -	Deposit - CB
10/18	80.00 -	Deposit - HMT
10/20	20.00 -	Deposit - CB
10/20	100.00 -	Deposit - CB
10/27	300.00 -	Deposit - CB - HMT

Checks in Check Number Order

Date	Check No	Amount	Date	Check No	Amount	Date	Check No	Amount
10/28	2035	95.00	10/18	2051*	53.00			

* indicates a break in check number sequence



Withdrawals and Debits

Date	Amount	Activity Description
10/04	143.26	MASSMUTUAL REG P/RS/RP RTC BEHNKE, CHRI M
10/12	190.35 -	VZ WIRELESS VE/VZW WEBPAY 9177464 KELL *BEHNKE
10/18	269.27	LPG/9492296262 CHRISBEHNKE

24 Hour Xpress Phone Banking

913-755-2025 or 877-755-2025 Toll Free

www.firstoptionbank.com

00006655-0022991-0001-0003-TIMR8100071031215960/00006655-000022993

EXHIBIT 9
PAGE 233



P.O. BOX 277
OSAWATOMIE, KS 66064
Temp - Return Service Requested

00006533-0022547-0001-0003-TIMR8100071130211244

KELLY J BEHNKE
CHRIS M BEHNKE
31297 SANTA FE RD
PAOLA KS 66071-4815



Member
FDIC

Page 1 of 3

Account Number:
Date

11/30/21

IN CASE OF ERRORS OR QUESTIONS PHONE (913) 755-3811 DURING NORMAL BANKING HOURS

FIRST OPTION FREE CHK

Acct

Summary of Activity Since Your Last Statement

Beginning Balance	11/01/21	190.70
Deposits / Misc Credits	3	550.00
Withdrawals / Misc Debits	7	543.92
** Ending Balance	11/30/21	196.78**
Service Charge		.00
Average Balance		151
Average Collected Balance		151
Minimum Balance		49 -
Enclosures		3

Deposits and Credits

Date	Amount	Activity Description
11/10	150.00	Deposit - HMT
11/16	200.00	Deposit - HMT
11/22	200.00	Deposit - sale of swap

Withdrawals and Debits

Date	Amount	Activity Description
11/03	143.26	MASSMUTUAL REG P/RS/RP RTC BEHNKE,CHRI M
11/08	30.95	Overdraft Paid Fee
11/18	220.96	LPG/9492296262 CHRISBEHNKE

ATM / POS Transactions

Date	Deposits	Withdrawals	Location
11/08		65.58	POS Purchase Non-PIN GEICO *AUTO 800-841-3000 DC INB200 *****2894 11/08 10:32
11/29		32.00	POS Purchase Non-PIN PHILLIPS 66 - FUE EXPR PAOLA KS 21 *****2894 11/28 20:33
11/29		17.57	POS Purchase Non-PIN QUEEN'S PRICE

24 Hour Xpress Phone Banking

913-755-2025 or 877-755-2025 Toll Free

www.firstoptionbank.com

00006533-0022547-0001-0003-TIMR8100071130211244(00006533)-000022549

EXHIBIT 9
PAGE 234



BANKING AT ITS BEST

P.O. BOX 277
OSAWATOMIE, KS 66064

Temp - Return Service Requested

00006946-0024011-0001-0003-TIMR8100070131222458

KELLY J BEHNKE
CHRIS M BEHNKE
18088 FARLIN RD
PARKER KS 66072-5020



Member
FDIC

Page 1 of 3

Account Number:
Date

01/31/22

IN CASE OF ERRORS OR QUESTIONS PHONE (913) 755-3811 DURING NORMAL BANKING HOURS

FIRST OPTION FREE CHK

Acct

Summary of Activity Since Your Last Statement

Beginning Balance	1/01/22	75.12
Deposits / Misc Credits	5	1,680.00
Withdrawals / Misc Debits	8	1,485.88
** Ending Balance	1/31/22	269.24**
Service Charge		.00
Average Balance		435
Average Collected Balance		435
Minimum Balance		19
Enclosures		5

Deposits and Credits

Date	Amount	Activity Description
1/03	200.00 ✓	Deposit - sale of equip
1/11	200.00 ✓	Deposit - HMT
1/12	880.00 ✓	Deposit - HMT
1/28	150.00 ✓	Internet Transfer From 3295 - personal income
1/28	250.00 ✓	Deposit - sale of equip

Withdrawals and Debits

Date	Amount	Activity Description
1/18	220.96	LPG/9492296262 CHRISBEHNKE
1/31	150.00	BK OF AMER VI/MC/ONLINE PMT CKF442842739POS BEHNKE,KELLY

ATM /POS Transactions

Date	Deposits	Withdrawals	Location
1/10		65.58	POS Purchase Non-PIN GEICO *AUTO 800-841-3000 DC INA000 *****2894 01/08 10:25
1/18		152.00 ✓	POS Purchase Non-PIN BARDEN FAMILY DENTISTRY OSAWATOMIE KS IN6600

24 Hour Xpress Phone Banking 913-755-2025 or 877-755-2025 Toll Free

www.firstoptionbank.com

00006946-0024011-0001-0003-TIMR8100070131222458(00006946)-000024013

EXHIBIT 9
PAGE 235